



OPEN MEETING

REGULAR MEETING OF THE UNITED LAGUNA WOODS MUTUAL  
GOVERNING DOCUMENTS REVIEW COMMITTEE

Monday, March 26, 2018 – 2:00 p.m.  
Laguna Woods Village Community Center, Sycamore Room  
24351 El Toro Road, Laguna Woods, CA 92637

**NOTICE & AGENDA**

1. Call to Order
2. Acknowledgment of Media
3. Approval of the Agenda
4. Approval of the Report from February 26, 2018
5. Chair's Remarks
6. Member Comments (Items Not on the Agenda)
7. Department Head Update

Consent:

*All matters listed under the Consent Calendar are considered routine and/or informational and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.*

None

Reports:

Items for Discussion and Consideration:

8. Review and Discuss a Proposed Stock Certificate
9. Continue Review of Updated Resale Documents

Concluding Business:

10. Committee Member Comments
11. Future Agenda Items
  - Review and Update of Election Procedures - April
  - Investors as Purchasers – April or May
  - Review Financial Qualifications Policy- May
12. Next meeting date is on April 23, 2018

United Mutual Governing Documents Committee  
March 26, 2018

### 13. Adjournment

Juanita Skillman, Chair  
Betty Parker, Staff Officer  
Telephone: 268-2383



REGULAR MEETING OF THE UNITED LAGUNA WOODS MUTUAL  
GOVERNING DOCUMENTS REVIEW COMMITTEE

Monday, February 26, 2018 – 2:00 PM  
Laguna Woods Village Community Center, Sycamore Room  
24351 El Toro Road, Laguna Woods, CA 92637

**MEMBERS PRESENT:** Juanita Skillman – Chair; Gary Morrison, Steve Leonard, Maggie Blackwell, and Advisors Bevan Strom and Mary Stone

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** United Directors Janey Dorrell and Cash Achrekar, VMS Director Dick Rader, and Attorney Jeff Beaumont via phone

**STAFF PRESENT:** Lori Moss, Pamela Bashline, Francis Rangel, and Eve Morton

**REPORT**

**1. Call to Order**

Chair Skillman called the meeting to order at 2:05 p.m.

**2. Acknowledgement of Press**

No press was present.

**3. Approval of the Agenda**

Director Morrison made a motion to approve the agenda. Director Leonard seconded, and there were no objections.

**4. Approval of Report from the January 22, 2018 meeting**

Advisor Stone requested a change and the amended report was approved without objection.

**5. Chair's Remarks**

There were no Chair's remarks.

**6. Member Comments (Items not on the agenda)**

There were no Member Comments.

**7. Department Head Update**

There was no update.

Consent Calendar:

*All matters listed under the Consent Calendar are considered routine and will be enacted by the Committee by one motion. In the event that an item is removed from the Consent Calendar by members of the Committee, such item(s) shall be the subject of further discussion and action by the Committee.*

None

Reports:

**8. Review and provide direction on stock/membership certificate**

The Committee reviewed and discussed the potential of two separate documents, a Stock Certificate and a Membership Certificate to alleviate confusion that inheriting a share of United Mutual stock automatically entitles the Stockholder Membership in United, without applying for Membership.

Without objection, Mr. Beaumont recommended going back to original stock certificate that was in use before the current version. He said it was important to align the stock certificate with the Occupancy Agreement. However, he strongly recommended first looking in historical Minutes to find out why the certificate was changed from the stock certificate to the current version. He also stated that the committee should weigh the benefits of making this change versus the impact on Staff. The Committee requested that Staff work with Mr. Beaumont and provide a draft of a Stock Certificate for the next meeting.

The committee discussed drafting a resolution defining Membership, as a Stockholder approved by the Board of Directors to occupy a Unit.

**9. Review of updated Resale Documents**

The Committee reviewed, discussed, and made changes to the updated Resale Documents.

Without objection, the Committee requested that Staff revise the documents, send them to the Committee Advisors for review, and provide final versions to the next meeting.

#### **10. Review Financial Qualifications Policy**

The Board tabled review of the Financial Qualifications Policy to the May meeting.

#### **11. Review and Discuss Current Election Guidelines**

The Committee reviewed, discussed, and made changes to the Membership Elections Standard Operating Procedures.

Without objection, the Committee requested that Staff revise the documents, send to the Advisors for review, and provide a final version for a future meeting.

#### **Concluding Business**

#### **12. Committee Member Comments**

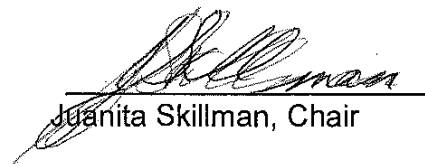
There were no Committee Member Comments.

#### **13. Future Agenda Items**

- a. Continue Review of Resale Documents – March
- b. Review Updates to Proposed Stock Certificate - March
- c. Review and Updating of Election Procedures - April
- d. Investors as Purchasers – April
- e. Review Financial Qualifications - May

#### **14. Next meeting is on March 26, 2018**

#### **15. Adjournment of Open Meeting at 4:20 p.m.**



Juanita Skillman, Chair





NO. 257

SERIES H

INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA

ONE SHARE

# SEAL BEACH MUTUAL NO. THREE

## CAPITAL STOCK 432 SHARES

(SEE REVERSE SIDE FOR STOCKHOLDER'S RIGHTS)

70 Series A Common Shares \$323.00 Par Value	20 Series D Common Shares \$338.00 Par Value	29 Series H Common Shares \$366.00 Par Value	18 Series L Common Shares \$384.00 Par Value
42 Series B Common Shares \$326.00 Par Value	20 Series E Common Shares \$341.00 Par Value	23 Series I Common Shares \$369.00 Par Value	20 Series M Common Shares \$387.00 Par Value
8 Series C Common Shares \$329.00 Par Value	73 Series F Common Shares \$360.00 Par Value	1 Series J Common Share \$372.00 Par Value	4 Series N Common Shares \$390.00 Par Value
	90 Series G Common Shares \$363.00 Par Value	14 Series K Common Shares \$381.00 Par Value	

### THIS CERTIFIES THAT

\*\*\*WILLIAM R. SIMPSON (WIDOWER) AS SOLE OWNER\*\*\*

is the owner of one share of Series H Common Stock of SEAL BEACH MUTUAL NO. THREE, and is entitled to all of the benefits and privileges of common stock ownership in said Corporation, and subject to all of the preferences and restrictions, terms and conditions, as set forth in the Articles of Incorporation, By-Laws, and Occupancy Agreement of said Corporation.

Pursuant to Article VII, Section 6 of said By-Laws, this share of Common Stock is subject to a lien by said Corporation to secure payment of any sums which shall be due from the holder hereof for any reason whatsoever, including any sums due under any Occupancy Agreement of said Corporation.

This Certificate is not transferable, except as provided in said Articles of Incorporation and said By-Laws.  
This stock is subject to redemption by the Corporation in the event of a transfer.

Dated:

  
SECRETARY  
PRESIDENT



ARTICLE V - CAPITAL STOCK

The total number of shares of capital stock which the Corporation shall have authority to issue is 532. The aggregate par value of all shares having a par value shall be \$152,583.00. There shall be the following classes of stock in the Corporation:

1. Preferred Stock - There shall be 100 shares of preferred stock having a par value of \$1.00 for each share and an aggregate par value of \$100.00
2. Common Stock - There shall be 432 shares of common stock and at no time more than that number outstanding. The aggregate par value of all such shares of common stock shall be \$152,483.00. Such common stock shall be sub-divided into the following series with the following number of shares for each series and par value for each series:

SERIES	NUMBER	PAR VALUE
A	70	\$323.00
B	42	326.00
C	8	328.00
D	20	338.00
E	20	341.00
F	73	360.00
G	90	363.00
H	29	366.00
I	23	369.00
J	1	371.00
K	14	381.00
L	18	384.00
M	20	387.00
N	4	390.00

tion. The division into series of the common stock is for the purpose of recognizing, in a convenient form, certain differences in types, sizes or location of dwelling units, with corresponding differences in the par value per share for each such series. The selling price for shares of any series shall be different than that for shares of any other series.

SECTION 1. Provisions of Preferred Stock Power and Authority of Holders Thereof

Subsection 1. Upon insurance by the Commissioner of a certain Mortgage or Deed of Trust (hereinafter called the "Mortgage") said Preferred Stock shall be issued to the Federal Housing Administration (hereinafter called the "FHA") or to its designated representatives, delivered to the Commissioner in order that the Commissioner, in connection with the insurance of said mortgage under the Act, may regulate and restrict the Corporation as to rents or sales, charges, capital structures, rate of return and methods of operation as provided in these Articles of Incorporation and to enable the Commissioner to protect the contingent liability of the FHA, as insurer of such mortgage or of subsequent insured mortgages covering any property of the Corporation. So long as any mortgage insurance pertaining to any of said property shall be in effect, or any mortgage covering any said property shall be held by the Commissioner, or any of said property shall be owned by the Commissioner, said Preferred Stock shall be held by the Commissioner or his successors and shall be registered upon the books of the Corporation in the name of the FHA or its nominees. During such period the only persons qualified to become holders of the Preferred Stock shall be the FHA, or representatives of the FHA, its successors or assigns.

Subsection 2. Out of any net earnings, including donated surplus, the sum of One Hundred Dollars (\$100.00) shall be set aside in a sinking fund for the redemption of the Preferred Stock. The Preferred Stock at any time outstanding may be redeemed by the Corporation at par; provided, however, that such stock shall be so redeemed out of said sinking fund upon, but in no event before, the termination of all obligations of the Commissioner under all mortgages insured or held by the FHA by reason of payment or prepayment of any mortgage indebtedness covering any property of the Corporation or the acquisition of title to said property by the Commissioner. The Preferred Stock so redeemed out of said sinking fund shall be retired and cancelled.

SECTION 2. Rights in Case of Default

In the event of any default by the Corporation, as hereinafter defined, and during the period of such default, or at any time

during the period between initial and final endorsement of any mortgage executed by the Corporation for mortgage insurance by the Commissioner whether or not a default has occurred, the holder or holders of the Preferred Stock, voting as a class and for the purpose of making effective the regulation and restriction set forth in these Articles of Incorporation, and to protect the interest of the FHA, shall be entitled to remove all existing directors of the Corporation and to elect a new board of directors in their stead consisting of three members, through either of the following procedures:

Subsection 1. The president or the secretary, or either of them, as may be required by law, shall, at the request in writing of the holders of record of a majority of shares of the Preferred Stock, addressed to him at the office of the Corporation and stating the purpose of the meeting, forthwith call a special meeting, to take place within not less than ten (10) days nor more than fifteen (15) days after such call, of the Preferred Stockholders for the purpose of removal of existing directors and officers and the election of new directors and officers. If such officer shall fail to issue a call for such meeting within seven (7) days after the receipt of such request, then the holders of a majority of the shares of Preferred Stock may do so by giving notice as provided by law, or, if not so provided, then by giving ten (10) days' notice of the time, place and object of the meeting by advertisement inserted in any newspaper published in the county or city in which the principal office of the Corporation is situated:

OR

Subsection 2. Such meeting may be called pursuant to the statutes of the jurisdiction under which the Corporation was organized, or pursuant to the statutes of the jurisdiction in which the property under the insured mortgage is situated.

OR

Subsection 3. Notwithstanding either of the foregoing Subsection 1 or 2, the holders of the Preferred Stock may, by waiver of notice, or by three (3) days' notice by registered mail given on behalf of the Commissioner, call and hold a meeting either in the offices of the FHA in Washington, D.C., or in the offices of the Insuring Office in the state in which the property under any FHA insured mortgage is situated.

Subsection 4. At the meeting held pursuant to such notice or call, without regard to whether such call is issued pursuant to the provisions of Subsection 1, 2 or 3 of this Section, the holders of the Preferred Stock shall proceed to elect three (3) new directors (the number being limited to three under either of said provisions), any or all of whom may be Preferred Stockholders, but one of whom, at the discretion of the Preferred Stockholders, may be a Common Stockholder.

Subsection 5. When such default shall have been cured, and the Commissioner shall have so advised the former president or secretary to that effect, and shall have advised either of them that satisfactory evidence has been submitted to the effect that any further defaults of a similar nature will not be permitted again to recur, if within the power of the officers of stockholders to prevent the same, or if there has been no default when the mortgage note has been finally endorsed for mortgage insurance, then the right again to elect directors of their own choosing shall be vested in the holders of the Common Stock who shall proceed to give notice to the holders of both the Common and the Preferred Stock of their intention to hold a meeting, stating the date and place of such meeting, for the purpose of removing existing directors and electing new directors.

SECTION 3. Powers, Duties and Rights of Holders of Common Stock

Subsection 1. Except as otherwise provided by law or as set forth in these Articles of Incorporation, all voting rights shall be vested in the holders of the Common Stock.

SECTION 4. Dividends

Unless otherwise required by law no dividend shall be paid at any time upon any class of stock issued by the Corporation.

SECTION 5. Rights on Dissolution

In the event of any voluntary or involuntary liquidation or dissolution of the Corporation:

- (a) the holders of the Preferred Stock shall be entitled to receive, for each share held, out of the assets of the Corporation available for distribution to its stockholders, whether from capital, surplus or earnings, an amount equal to the par value of each share held, before any distribution of such assets shall be made to the holders of the Common Stock; and
- (b) thereafter, the holders of the Common Stock shall be entitled to receive, for each share held, out of the assets of the Corporation available for distribution to the holders of the Common Stock, whether from capital, surplus or earnings, an amount equal to that proportion of such assets which the purchase price for the original issue of such share bears to the total of the purchase prices paid for the original issue of all shares of Common Stock.

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

For Value Received \_\_\_\_\_ hereby sell, assign and transfer unto \_\_\_\_\_

ONE SHARE of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint THE GOLDEN RAIN FOUNDATION to transfer the said Stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated \_\_\_\_\_ Signature \_\_\_\_\_

Dated \_\_\_\_\_ Signature \_\_\_\_\_



INCORPORATED UNDER THE LAWS OF THE STATE OF CALIFORNIA

# GOLDEN RAIN FOUNDATION

## Active Membership Certificate

(THIS CORPORATION IS NOT ONE FOR PROFIT)

Certificate No.

56074

No. of Certificates: 1

\*\*\*WILLIAM R. SIMPSON (WIDOWER) AS SOLE OWNER\*\*\*

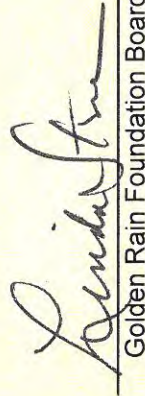
is the record owner of one active membership certificate of GOLDEN RAIN FOUNDATION, which is a nonprofit mutual benefit corporation, which may not make distributions to its members except upon dissolution. Said owner is entitled to all benefits and privileges of active membership in said Corporation, subject to all the terms, provisions and restrictions as set forth in the Articles of Incorporation and By-laws of said Corporation and the Articles of Incorporation, By-Laws and Occupancy Agreement of Seal Beach **Mutual No. 03** Except as otherwise provided in its By-laws, membership in this corporation is limited to occupants of Seal Beach Leisure World, City of Seal Beach, County of Orange, State of California, and the transferability of this membership is subject to restrictions and that a copy of the restrictions are on file with the Secretary of the Corporation and are open for inspection by a member on the same basis as the records of the Corporation.

In accordance with Article II, Section 4 of the Corporation's By-laws, the membership is subject to active membership fees as from time to time determined and fixed by the Board of Directors.

Dated:

  
Golden Rain Foundation Board Secretary



  
Golden Rain Foundation Board President



NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

For Value Received \_\_\_\_\_ hereby sell, assign and transfer unto \_\_\_\_\_

**ONE RESIDENT MEMBERSHIP** represented by the within Certificate and do hereby irrevocably constitute and appoint **THE GOLDEN RAIN FOUNDATION** to transfer the said Shares on the books of the within-named Corporation with full power of substitution in the premises.

Dated \_\_\_\_\_ Signature \_\_\_\_\_ Dated \_\_\_\_\_ Signature \_\_\_\_\_



## **Information You Need When Selling/Buying a Share in United Laguna Woods Mutual**

Thank you for your interest in transacting a resale transfer in United Laguna Woods Mutual ("United"). The purpose of this document is to provide you with key information about United and what you need to know before you get started.

### **Who we are:**

United is a non-profit mutual benefit corporation which owns and manages all real property including the dwelling units, carports, and laundry facilities within United's boundaries at Laguna Woods Village ("Village"). In a cooperative, each Member/Shareholder is granted the right to occupy a specific dwelling unit under the terms of an Occupancy Agreement together with the ownership of one share of stock in the Corporation.

United is a designated senior housing development as defined under California Civil Code § 51.3. The Village facilities, including recreational facilities and amenities, are overseen by the Golden Rain Foundation ("GRF") for the benefit of all United Shareholders/Members.

All Shareholders/Members must adhere to the Articles of Incorporation, Bylaws, Occupancy Agreement, Rules and Regulations, and any Resolutions or Policies ("Governing Documents") of United and GRF. The Governing Documents are available for review at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com).

Additionally, as a stock-cooperative, ANY interior or exterior alterations require United Board approval. Any alterations become the responsibility of the prospective Shareholder/Member, including, but not limited to: care, maintenance, and all associated costs thereof.

### **Who can buy:**

To reside and own a share in United, a prospective buyer must meet the following requirements:

1. Age Restrictions – be at least 55 years of age;
2. Financial Qualifications –
  - a. Assets equal to the purchase price of the Unit plus \$125,000;
  - b. Income of at least \$40,000 per year at the time of purchase;
 For more information, refer to the Financial Qualifications Policy;
3. Limitation - a limit of one share permitted at one time, therefore, you may not own or be listed on more than one Certificate; and
4. Apply and be approved by the United Board of Directors.

### **Process for Selling/Buying**

If, after review of the information identified here and in the Resale Package; and after meeting ALL the above reference requirements, the prospective seller/buyer elects to

proceed with the resale transfer; the prospective seller/buyer must adhere to the transfer process outlined below:

- Step 1:** Seller to complete and submit the “Intention to Leave Corporation” form, which provides that for a period of 30 days after written notification, United Mutual shall have an option, but not the obligation, to purchase the Membership.
- Step 2:** Seller to Complete and submit the “Seller’s Authorization for Release of Information” to authorize United to **release information** to a third party.
- Step 3:** Seller or the escrow company to schedule the **first inspection** by submitting the “First and Final Inspection Request” form. This document must be submitted within 24 hours of the property being listed. Allow 10 business days for the first inspection process.
- Step 4:** The escrow company must submit a complete **Resale Package** to the Resident Services Department for submittal to the United Board. This process can take up to 15 business days.
- Step 5:** Upon **Board approval**, the Resident Services Department faxes an “Escrow Closing Notification and Transmittal Report” to the escrow company. This is contingent upon United completing a **final inspection** and the **escrow company satisfying the escrow demand**. United Stock Certificates are given to the escrow company, and a signature by the prospective Shareholder/Member is required.
- Step 6:** After the **final inspection** is complete and the **escrow demand is satisfied**, escrow can close. The escrow company sends the closing notice to the Resident Services Department. Resident ID cards and RFID decals can be obtained after the closing notice is received and resident information is entered into the Laguna Woods Village database.

Under the terms of the corporation’s bylaws, the Board has the first option to purchase the seller’s Membership. Therefore, a Membership application process has been established and certain conditions must be met before escrow can close. The Unit must also be inspected to ensure that United has approved all structural and landscape alterations. All documents required can be found in the Resale Package located at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com).

**Associated Fees:**

The following fees are associated with the resale of the share of stock:

Administration Fee:	\$350
First Inspection Fee:	\$90
Final Inspection Fee:	\$60
Escrow Cancellation:	\$112



If you require additional information or assistance, please review the information provided on the Laguna Woods Village website. If further assistance is needed, please contact a Membership Counselor at (949) 268-2011.



## Resale Package

This package contains all documents required for transacting a resale in United Laguna Woods Mutual ("United"). United is a cooperative where each Shareholder/Member is granted the right to occupy a specific dwelling unit under the terms of each Occupancy Agreement together with ownership of one share in the Corporation. The resale process differs from a Condominium and this package is to assist you in the process.

This package contains key information the seller, potential buyer, and real estate/escrow company should know. To ease the process, a document checklist has been created for each.

Before you get started, ensure that the potential buyer meets the qualifications to reside and own a share of stock in United. The prospective buyer must meet the following requirements:

- ☐ Age Restrictions – be at least 55 years of age;
- ☐ Financial Qualifications –
  - Assets equal to the purchase price of the Unit plus \$125,000;
  - Income of at least \$40,000 per year at the time of purchase;For more information refer to the Financial Qualifications Policy; and
- ☐ Limitation - a limit of one share permitted at one time, therefore, you may not own nor be listed on more than one Certificate.

If all of the above conditions are met, proceed with familiarizing yourself with the key definitions in this package and submit the required documents for review by the United Board of Directors ("Board"). **Only completed form submittals shall be accepted. Failure to provide accurate contact information can delay the process.**

Information and instructions for Trustee Shareholder Membership is also found in this package.

If you require additional information or assistance, please review the information provided on the Laguna Woods Village website at [www.lagunawoodsvillage.com](http://www.lagunawoodsvillage.com). Additionally, please review the frequently asked questions section contained in this package before contacting a Membership Counselor. The Membership Counselor can be reached at 949-268-2011.

The Resale Packages are processed by the Resident Services Department. The normal business hours of operation are Monday through Friday, 8:00 am to 5:00 pm.



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## Definitions

- a. Application – the form prescribed by ULWM to apply for approval to purchase a share in United.
- b. Approval – written authorization to purchase a share in United; granted by the United Board of Directors.
- c. Assessment – the monthly amounts which Shareholder/Members are bound to pay pursuant to the terms of their respective Occupancy Agreements. Also known as carrying charges.
- d. Charge – fee, fine, and/or monetary penalty that United may levy upon a Shareholder/Member pursuant to the Governing Documents.
- e. Co-habitant – persons who live together as spouses or persons who are domestic partners within the meaning of Section 297 of the Family Code.
- f. Community – Laguna Woods Village.
- g. Co-occupant – Qualifying Permanent Resident as defined by Civil Code §51.3 and any person who seeks to reside with a Qualifying Resident, who is approved by the Board of Directors for occupancy, and who shall certify on the application submitted to the Corporation that he or she satisfies at least one of the following criteria and shall provide such additional certification or information as the Corporation or its managing agent may require:
  - i. At least forty-five years of age; or
  - ii. A spouse of a Qualifying Resident; or
  - iii. A co-habitant of a Qualifying Resident, or
  - iv. A provider of primary economic support to a Qualifying Resident; or
  - v. A provider of primary physical support to a Qualifying Resident.
- h. Cooperative -
  - i. Golden Rain Foundation (GRF) – the Golden Rain Foundation of Laguna Hills, a California nonprofit mutual benefit corporation. GRF oversees the facilities, including recreational facilities and amenities.
  - j. Governing Documents – all of the following, collectively, the Articles of Incorporation; the Bylaws; Occupancy Agreements; the Rules and Regulations; and any Resolutions or Policies of the Board; all the same may be lawfully amended or modified from time to time.
  - k. Identification (ID) Card – photo ID card issued by GRF to Shareholders/Members, Co-occupants, and Lessees of the Community authorizing use and access to the Community Facilities.
  - l. Shareholder/Member - entitled to Membership in United and approved by the Board of Directors to exclusively occupy a Unit and to whom a Stock and/or Membership Certificate of the Corporation has been issued. Also known as Qualified Resident.
- m. Non-Shareholder/Member Residents -
- n. Non-Resident Shareholders/Members -
- o. Occupancy Agreement – the agreement between United and its Shareholder/Member, respectively, under the terms of which said Shareholder/Members are entitled to enjoy possession of their respective Units and the use of facilities owned by United and GRF.
- p. Qualifying Resident – any person who is at least 55 years of age and who has been approved by the Board of Directors for occupancy of a Unit.
- q. Resident Shareholders/Members –





- r. Staff – individual employed by Managing Agent authorized to act on behalf of United.
- s. Sub-Lessee – any person or persons who sub-lease a Unit from a Shareholder/Member for such a period of time and on such forms as authorized by the Board of Directors, and shall be permitted by the Rules and Regulations adopted by the Board of Directors from time to time.
- t. United – is a non-profit cooperative housing corporation which owns and manages all real property within the original 21 cooperative mutuals. In a cooperative, Shareholders are Members of a corporation which own all real property, including the dwelling units, carports, and laundry facilities within the Mutual's boundaries, and each Shareholder is entitled to occupy a specific dwelling unit under the terms of an Occupancy Agreement. Also known as Corporation.
- u. Unit – a dwelling unit owned by the Corporation, and the Shareholder/Member's separate interest; specifically, the exclusive rights to occupy a specific portion of real property within the Development. Also known as Manor.
- v. Vehicle Decal – identifying marker, supplied by GRF, to residents; a decal is required for parking within the Community other than by guests or contractors.

### **Fees**

The following fees are associated with the resale of the share of stock:

Administration Fee:	\$350
First Inspection Fee:	\$90
Final Inspection Fee:	\$60
Escrow Cancellation:	\$112



## Escrow Documentation Checklist

Included √	<b>FORMS AND DOCUMENTS</b> <b>All documents must be complete, signed and dated</b>
	1. Resale Notification (Prepare in triplicate)
	2. Financial Statement and Credit Information - signed and dated
	3. Verifications for all income and assets listed in the Financial Statement and Credit Information form (i.e., copies of current Federal Income Tax returns, signed and dated, including Schedules A & B, copies of bank statements, stock certificates, 1099's, property tax bills, investment account statements, etc.
	4. Membership Application, with age verification attached
	5. Copy of General Conditions - acknowledged by signature of shareholder on each page of Occupancy Agreement.
	6. Signed copy of Escrow Instructions
	7. Sellers' United Laguna Woods Mutual Certificate
	8. Resale Inspection Report (prospective shareholder and Seller information completed by Escrow Officer).
	9. Other documents as may be determined by the Staff
	10. Acknowledgment - signed by the prospective shareholder
	11. Landscape Responsibility Agreement
	12. Information for Shareholders

### REQUIREMENTS FOR CLOSING ESCROW

1. Call the Resale Inspections Office at 949-597-4636 a minimum of five days prior to the close of escrow to make the necessary arrangements for the Final Inspection of the unit.
2. Call the Accounting Department at 949-597-4221 for an update regarding outstanding payments, late charges and service charges.
3. All Resident ID Cards and decals must be collected and sent to the Resident Services Department either with the Resale Notification or Closing Notification. If missing, submit Declaration of Loss affidavit, executed by Seller. If the Seller had financing on his Unit, the Certificate must be requested from the lender. Note: in the event that seller cannot produce the Certificate, seller must obtain a Lost Instrument Bond.
5. Following the Board of Directors' waiver of purchase and the Resident Services Department authorization to close escrow, the following are required:
  - a. Escrow Closing Notification (in duplicate);
  - b. Issuance of separate checks to cover Agency and Depository items.

**ALLOW 15 BUSINESS DAYS FOR OBTAINING BOARD APPROVAL AFTER RECEIPT BY THIS OFFICE.**



## Seller's Authorization For Release of Information

EMAIL FORM TO: <a href="mailto:resales@vmsinc.org">resales@vmsinc.org</a>		UNIT NO: _____						
Unit Address: _____								
<p>The undersigned, listed below as Seller/Member, hereby authorizes the Staff to furnish information concerning the Mutual and the Unit located at the above address, in the City of Laguna Woods, California, 92637.</p> <p>Documents or information which may be released to the escrow officer include:</p>								
<table border="0" style="width: 100%;"><tr><td style="vertical-align: top; width: 50%;"><ul style="list-style-type: none"><li>▪ Members' names of record and vesting</li><li>▪ Addresses &amp; telephone numbers</li><li>▪ Social Security Numbers</li><li>▪ Occupants' names of record</li><li>▪ Trust and Will information – Seller's estate</li><li>▪ Letters Testamentary / Small Estate Affidavit</li><li>▪ Current monthly shareholder assessment fees</li><li>▪ HOA United Laguna Woods Mutual Certification</li></ul></td><td style="vertical-align: top; width: 50%;"><ul style="list-style-type: none"><li>▪ Documents as required by Civil Code Section 4525</li><li>▪ Assessment delinquency collection status</li><li>▪ Supplemental Property Tax information</li><li>▪ Board Approved special assessments</li><li>▪ Unpaid fees, charges and fines</li><li>▪ Copies of Board Minutes as required</li><li>▪ Other</li></ul></td></tr></table>			<ul style="list-style-type: none"><li>▪ Members' names of record and vesting</li><li>▪ Addresses &amp; telephone numbers</li><li>▪ Social Security Numbers</li><li>▪ Occupants' names of record</li><li>▪ Trust and Will information – Seller's estate</li><li>▪ Letters Testamentary / Small Estate Affidavit</li><li>▪ Current monthly shareholder assessment fees</li><li>▪ HOA United Laguna Woods Mutual Certification</li></ul>	<ul style="list-style-type: none"><li>▪ Documents as required by Civil Code Section 4525</li><li>▪ Assessment delinquency collection status</li><li>▪ Supplemental Property Tax information</li><li>▪ Board Approved special assessments</li><li>▪ Unpaid fees, charges and fines</li><li>▪ Copies of Board Minutes as required</li><li>▪ Other</li></ul>				
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<p>It is the Seller's responsibility to turn over to the new Shareholder/Member, copies of United's governing documents. If the Seller is unable to do so, those documents, plus any additional documents, will be provided by the Staff, upon Seller's approval of this release, and the charges billed to the Seller in accordance with Civil Code Section ???.</p> <p>In addition, if the Shareholder/Member's lender requests information of pending litigation involving United or Golden Rain Foundation, the undersigned authorizes release of such litigation information, if any, to the shareholder's lender:</p> <p style="margin-left: 40px;">Name of Lender _____</p> <p style="margin-left: 40px;">Lender's Address _____</p> <p style="margin-left: 40px;">Lender's Telephone Number (        ) _____</p>								
<p>This authorization may be used only for the purpose of providing information to a prospective Shareholder/Member or the agent, and/or the escrow officer. This authorization represents the express written approval of the undersigned, and the undersigned releases United, the Golden Rain Foundation and their Staff from all liability for disclosing such information. I understand that I have the right to receive a copy of this information.</p> <p><input type="checkbox"/> This authorization is effective as of the date hereof, and will remain in effect until _____ (date).</p> <p><input type="checkbox"/> This authorization shall remain in effect until cancelled in writing by the Shareholder/Member.</p>								
<b>DATE</b>	<b>NAME OF SELLER (PRINT)</b>	<b>SIGNATURE OF SELLER</b>						
<p>IF THIS RELEASE IS EXECUTED BY SOMEONE OTHER THAN SELLER/MEMBER, PLEASE INDICATE RELATIONSHIP AND PROVIDE SUPPORTING DOCUMENTS SHOWING APPOINTMENT TO ACT:</p>								
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 33%; padding: 5px;"><input type="checkbox"/> Successor Trustee</td><td style="width: 33%; padding: 5px;"><input type="checkbox"/> Court appointed Executor or Administrator</td><td style="width: 33%; padding: 5px;"><input type="checkbox"/> Attorney-in-fact for Member</td></tr><tr><td colspan="2" style="padding: 5px;"><input type="checkbox"/> Court-appointed Guardian or Conservator of Member</td><td style="padding: 5px;"><input type="checkbox"/> Other</td></tr></table>			<input type="checkbox"/> Successor Trustee	<input type="checkbox"/> Court appointed Executor or Administrator	<input type="checkbox"/> Attorney-in-fact for Member	<input type="checkbox"/> Court-appointed Guardian or Conservator of Member		<input type="checkbox"/> Other
<input type="checkbox"/> Successor Trustee	<input type="checkbox"/> Court appointed Executor or Administrator	<input type="checkbox"/> Attorney-in-fact for Member						
<input type="checkbox"/> Court-appointed Guardian or Conservator of Member		<input type="checkbox"/> Other						



## First and Final Inspection Request

**MAIL TO:**

Laguna Wood Village Department  
Resale Inspections Department  
P.O. Box 2220  
Laguna Hills, CA 92654-2220  
**EMAIL:** [resales@vmsinc.org](mailto:resales@vmsinc.org)

**DELIVER TO:**

Laguna Woods Village, Community Center  
Resale Inspections Department  
24351 El Toro Road  
Laguna Woods, CA 92637

**DATE:** \_\_\_\_\_ **STREET NAME:** \_\_\_\_\_ **UNIT:** \_\_\_\_\_

**OCCUPIED:** ☐ **VACANT:** ☐ **CARPORT NO:** \_\_\_\_\_

- ☐ **Request for 1<sup>st</sup> Inspection Report** - Via Resolution 01-08-16, a First Inspection fee will be billed as a Chargeable Service to the Shareholder-and is valid for six months.
- ☐ **Request for Final Inspection Report** - Via Resolution 01-08-16, a Final Inspection fee will be collected through escrow.
- ☐ **Update Information**

\_\_\_\_\_  
**Seller's Acknowledgement of Fees / Date**

**Escrow Company**

Company Name: \_\_\_\_\_  
Escrow Officer: \_\_\_\_\_  
Escrow Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Escrow Email: \_\_\_\_\_

**ESTIMATED ESCROW CLOSE DATE:** \_\_\_\_\_

**Seller's Real Estate Company**

Company Name: \_\_\_\_\_  
Agent Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Agent Email: \_\_\_\_\_

**Buyer**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ (IMPORTANT CONTACT INFORMATION)

**Seller**

Owner of Record: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Inspections on co-op's include interior inspections; how are we to enter the property?

Lockbox: \_\_\_\_\_

Contact Seller: \_\_\_\_\_

Contact Agent: \_\_\_\_\_





## Final Resale Inspections: Settlement Process for Corrections Funds Held

### MAIL TO:

Laguna Wood Village Department  
Resident Services-Correction Settlements  
P.O. Box 2220  
Laguna Hills, CA 92654-2220  
**EMAIL: [resales@vmsinc.org](mailto:resales@vmsinc.org)**

### DELIVER TO:

Laguna Woods Village, Community Center  
Resident Services-Correction Settlements  
24351 El Toro Road  
Laguna Woods, CA 92637

The Resale Inspection Process provides a record of all items for which correction will be required. Upon the close of escrow, all items noted as Corrections on the Final Inspection Report will be processed by the Resident Services Department.

**ISSUANCE OF WORK ORDERS:** Work Orders will be entered for all items of work for which funds were held in the transaction. A non-refundable \$25.00 service charge will be applied to each Service Order upon processing (\$10.00 for landscape services). Work Orders will be dispatched either to an in-house technician or to outside vendors for processing. *Insert statement here to clarify what \$25 is for.*

**COMPLETION OF WORK:** Upon completion of all items for which funds were held, reimbursements and/or refunds to the Seller and/or Buyer will be processed.

**CORRECTIONS BY SHAREHOLDER/MEMBERS:** In accordance with applicable policy, Shareholder/Members may elect to complete items of correction and submit for reimbursement. *Please contact Resident Services to ascertain the applicable policy for Corrections noted on a given Final Inspection.*

**INSPECTION/VERIFICATION REQUIREMENT:** Once notified of completion, an inspection by a Mutual representative will be conducted to confirm completion of each item of work was completed by the Shareholder/Member.

**SUBMITTING INVOICES FOR CORRECTIONS COMPLETED BY SHAREHOLDER/MEMBER:** Submitting the following *required documentation* will effectuate the timely processing of the Corrections Settlement and any resulting reimbursements:

**A summary letter describing the work for which the reimbursement is requested**, including:

- Description of work performed (countertops installed, heat source restored, etc.);
- Name of person who completed the work;
- The amount of reimbursement requested;
- The name and mailing address to which the reimbursement should be mailed.

**A copy of the invoice for service(s) rendered meeting the following criteria:**

- Signature of the vendor;
- Printed on the vendor's letterhead;
- Details of the item(s) of specific work performed;
- Details of the cost(s) per line item.

**Proof of payment in full:**



- If paid in cash, a signed document from the vendor showing that the work was completed and payment made in full by cash;
- If paid by credit card, a copy of the credit card voucher or the credit card statement showing the vendor and amount paid;
- If paid by check, a copy of both sides of the cancelled check - or a copy of the bank statement showing the check cleared along with a copy of the duplicate check carbon.

**Please note that incomplete submittals will be returned for additional information.  
Thank you, in advance, for your cooperation.**



## Resale Transfer Notification

UNIT ADDRESS: \_\_\_\_\_ ESCROW NO: \_\_\_\_\_ DATE: \_\_\_\_\_

An escrow has been opened which involves a proposed sale and transfer of the Shareholder in your corporation and Golden Rain Foundation of Laguna Woods Village as follows:

Seller's Broker:	Buyer's Broker:
Seller(s):	
Buyer(s) and Vesting:	
Selling Price: \$	
Name(s) of Person(s) who will reside:	

In accordance with your instructions, the following are enclosed:

- ☐ A. Financial Statement with income and asset verification for each person on title
- ☐ B. Membership Application form with appropriate age / identity verification for each person on title
- ☐ C. Escrow Instructions
- ☐ D. Occupancy Agreement signed by each proposed Transferee
- ☐ E. Occupancy Application for non-member residents with appropriate age / identity verifications
- ☐ F. Memorandum of Occupancy Agreement signed by each proposed Transferee
- ☐ G. Memorandum of Termination of Occupancy Agreement signed by each Transferor
- ☐ H. Subordination Agreement signed by each proposed Transferee
- ☐ I. Guarantor Statement plus financial verification and verification of age / identity
- ☐ J. United Membership Certificate issued to Transferee with guaranteed signature
- ☐ K. Seller's Resident Identification Card(s): \_\_\_\_\_
- ☐ L. Information for New Shareholder/Members
- ☐ M. \_\_\_\_\_

The undersigned (escrow officer) hereby attests that a request for first inspection was submitted to the Alterations Division on \_\_\_\_\_. It is understood that a final inspection shall be submitted to the Buyer(s) prior to the close of escrow.

**If the Mutual waives its option to purchase and approves the proposed Shareholder/Member**, and so informs us in writing, we will then proceed with the processing of this escrow, which is scheduled to close on or about \_\_\_\_\_ (date).

By: _____		For: _____	
Escrow Officer		Escrow Company	
<b>For Office Use Only:</b>	Yes	No	
Meets Age Requirement	<input type="checkbox"/>	<input type="checkbox"/>	Verified by: _____
Meets Income Requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
Meets Asset Requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
Exceeds the number of stock allowed?	<input type="checkbox"/>	<input type="checkbox"/>	Membership Counselor

### ACTION BY MUTUAL BOARD OF DIRECTORS

By approving this application for Membership, said Corporation waives the option to purchase the Membership, subject to the conditions that both transferor(s) and transferee(s) comply with the requirements of the Mutual prior to the close of escrow, and that neither the Mutual nor the Golden Rain Foundation shall incur any expenses in this transaction. The approval and waiver shall be effective as of the close of escrow.

APPLICATION DENIED	APPLICATION APPROVED
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>denied</b> .	The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>approved</b> .
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE
SIGNATURE	SIGNATURE



## Escrow Information

**MAIL TO:**

Laguna Wood Village Department  
Resale Inspections Department  
P.O. Box 2220  
Laguna Hills, CA 92654-2220  
**EMAIL: [escrowclosings@vmsinc.org](mailto:escrowclosings@vmsinc.org)**

**DELIVER TO:**

Laguna Woods Village, Community Center  
Resale Inspections Department  
24351 El Toro Road  
Laguna Woods, CA 92637

ESCROW NO: \_\_\_\_\_

UNIT NO: \_\_\_\_\_

The above numbered escrow covering the subject unit has closed on: \_\_\_\_\_

We request Gate Access Passes or ID cards to be issued as follows:

**RESIDENT MEMBERS:**

\_\_\_\_\_  
\_\_\_\_\_

**NON-RESIDENT MEMBERS:**

\_\_\_\_\_  
\_\_\_\_\_

**NON-MEMBER RESIDENTS:**

\_\_\_\_\_  
\_\_\_\_\_

Your assistance is appreciated.

Sincerely,  
Escrow Officer

Name of Escrow / Realty Company/Representative: \_\_\_\_\_

Escrow Phone Number: \_\_\_\_\_

Escrow Email: \_\_\_\_\_



## Escrow Closing Notification and Transmittal Report

<b>ESCROW CO. NAME &amp; ESCROW NO. :</b>		Date:
		Closing Date:
Please be advised that escrow has closed. Attached are payments, charges and/or fees due per your demand.		
1.	<b>DEPOSITORY ACCOUNT:</b> A separate check, made payable to GRF, representing the following:	
	a. Monthly Assessment due for the period_____.	
	b. Late Charges	
	c. Other	
	<b>TOTAL</b>	<b>\$</b>
2.	<b>AGENCY ACCOUNT:</b> A separate check, made payable to GRF, for United Mutual, representing the following:	
	a. Administration Fee (United* = \$350) *Additional fee of \$280 applies for all cash sales in United.	
	b. Final Inspection Fee (United \$60)	
	c. Chargeable Services (includes First Inspection fee and other costs)	
	d. Cable T.V. (Broadband Services)	
	e. Lost/Missing ID Card(s) \$25 each	
	f. Physical Properties Corrections / Repairs	
	g. Non-standard Landscape Restoration Charges	
	h. Contingency for Inspection Corrections and Landscaping Estimates	
	FUNDS PAID BY SELLER, \$ _____ BUYER, \$ _____	
	i. Trust Facilities Fee (\$5,000)	
	j. Other:	
	<b>TOTAL</b>	<b>\$</b>
3.	<b>SUPPLEMENTAL PROPERTY TAXES:</b> Separate check, made payable to "United Laguna Woods Mutual."	
	<b>TOTAL</b>	<b>\$</b>
4.	In addition, we enclosed the following:	
	<input type="checkbox"/> Occupancy Agreement with term to begin at close of escrow. <input type="checkbox"/> Gate entry passes, ID cards & vehicle decals. <input type="checkbox"/> Declaration of Loss affidavit for gate entry passes, ID cards, and vehicle decals. <input type="checkbox"/> Other -	
5.	<b>The Final Inspection was completed by the Manor Alterations Department on</b>	<b>Date:</b>
6.	We are informed that the previous Shareholder's forwarding address is:	
7.	Name and Address of Lender	Loan #
8.	<b>If unit financing is involved in the resale transfer of a co-operative</b> , we have submitted the Memorandum of Occupancy Agreement and the Memorandum of Termination of Occupancy Agreement to the Orange County Recorder on the date of closing, and requested that the original be mailed to the Resident Services Resale Department.	
9.	If a new Recognition Agreement has been executed for unit financing, we request that a copy of the conformed original, recorded by the County Recorder, be mailed to the Resident Services Resales Department.	
	Escrow Officer: _____	



## Responsibility Agreement For Non-Standard Landscape

Unit No. \_\_\_\_\_

**MAIL TO:**

Laguna Wood Village Department  
Resale Inspections Division  
P.O. Box 2220  
Laguna Hills, CA 92654-2220

**EMAIL:** [alterations@vmsinc.org](mailto:alterations@vmsinc.org)

**DELIVER TO:**

Laguna Woods Village, Community Center  
Resale Inspections Division  
24351 El Toro Road  
Laguna Woods, CA 92637

The Escrow Office should complete and return this form with Escrow Closing Documents and payment demand checks. Please send one duplicate copy to the attention of the Alterations Division at the above address. **THIS FORM MUST BE RECEIVED BEFORE THE ISSUANCE OF A FINAL INSPECTION.**

**This office has been notified that the Unit noted above has non-standard landscape, and both the prospective Shareholder/Member and seller have been informed accordingly. The Landscape Division has determined that the cost to restore the landscaping to community standards is: \$**

In accordance with the governing rules of United Laguna Woods Mutual, the Prospective Shareholder understands that he may accept or refuse to accept the non-standard landscaping. Further, the Prospective Shareholder understands that if he/she accepts it, he/she also accepts all future responsibility for its care and maintenance, and all associated costs thereof.

Both Prospective Shareholder and Seller understand that if the Prospective Shareholder refuses to accept such responsibility, the Seller is required to pay the costs of all work required to restore the landscaping to the community standard, including the removal of non-standard plants and hardscape, and the planting of standard plants.

### ACNOWLEDGEMENT BY PROSPECTIVE SHAREHOLDER

- [ ] Prospective Shareholder accepts the non-standard landscaping, and agrees to be responsible for any and all costs related to its future maintenance.
- [ ] Prospective Shareholder declines to accept the non-standard landscaping, and directs the Escrow Officer to so inform the Staff. Restoration costs are to be withheld from the proceeds of resale transfer of membership.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

### ACNOWLEDGEMENT BY SELLER

Seller has been informed that the Unit has non-standard landscaping. Seller will be charged the amount shown above to restore the property to community standard landscaping if the Prospective Shareholder refuses to accept the non-standard landscaping.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

Escrow Officer Signature:

Escrow No.:

Date:





### **ACKNOWLEDGMENT of ALTERATIONS**

I have received an inspection report prepared by United that identifies any alterations that have been made by previous Shareholder/Members; and I agree that I will be responsible for the care and maintenance of any alterations made previously or that I may make in the future.

#1 Name (Print):	Signature:	Date:
#2 Name (Print):	Signature:	Date:
#3 Name (Print):	Signature:	Date:



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

UNITED LAGUNA WOODS MUTUAL  
POST OFFICE BOX 2220  
LAGUNA WOODS, CALIFORNIA 92654 - 2220

THIS SPACE FOR RECORDER'S USE ONLY

## Memorandum of Termination of Occupancy Agreement

THIS MEMORANDUM OF TERMINATION OF OCCUPANCY AGREEMENT IS MADE AS OF \_\_\_\_\_,  
by and between United Laguna Woods Mutual, a California nonprofit mutual benefit corporation ("United")  
and \_\_\_\_\_ ("Member").

The property with which this Memorandum of Termination of Occupancy Agreement is concerned is that certain real property located in the City of Laguna Woods, County of Orange, and State of California, commonly known as \_\_\_\_\_ and Unit \_\_\_\_\_, Building \_\_\_\_\_ as set forth in the Exhibit \_\_\_\_\_ to that certain Memorandum of Occupancy Agreement recorded in the Official Records of Orange County, California on May 10, 2013 as Instrument No. 2013000284997, which is a cooperative apartment (the "Unit") in the community commonly known as Laguna Woods Village. *See Legal Description*

By an unrecorded document entitled Occupancy Agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, United leased the Unit to Member for an initial term of three years beginning on ☐ the date of recordation of the Memorandum of Occupancy Agreement recorded as Instrument No. \_\_\_\_\_ ☒ the date of the Occupancy Agreement, which term could be automatically renewed for successive terms of three years as provided in Article 4 of the Occupancy Agreement.

This Memorandum of Termination of Occupancy Agreement memorializes the Agreement between United and Member that the period of the Occupancy Agreement (and the Member's right to occupy the Manor) was terminated by the Board of Directors or by mutual consent as of

☒ \_\_\_\_\_ ☐ the date of recordation of this memorandum of Termination of Occupancy Agreement.

IN WITNESS WHEREOF, United and Member have executed this Memorandum of Termination of Occupancy Agreement.

**MEMBER(S)** SHAREHOLDER(S)

UNITED LAGUNA WOODS MUTUAL - OWNER

By:

\_\_\_\_\_  
Authorized Agent



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



REVIEWED

## Shareholder/Membership Application

PLEASE PRINT USING BLACK INK OR TYPE

Unit No.

LIST NAMES EXACTLY AS THEY WILL APPEAR ON CERTIFICATE AND OCCUPANCY AGREEMENT

APPL #	TITLE	LAST NAME	FIRST NAME	M. INIT.	FOR BUSINESS OFFICE USE ONLY
1	<input type="checkbox"/> MR. <input type="checkbox"/> MS. <input type="checkbox"/> MISS <input type="checkbox"/> MRS.				
2	<input type="checkbox"/> MR. <input type="checkbox"/> MS. <input type="checkbox"/> MISS <input type="checkbox"/> MRS.				

APPL #	DATE OF BIRTH	MARITAL STATUS	TO RESIDE IMMEDIATELY?	TAX RESPONS.*	AGE VERIFICATION ATTACHED	SOCIAL SECURITY NUMBER
1		<input type="checkbox"/> MARRIED <input type="checkbox"/> SINGLE <input type="checkbox"/> WIDOWED <input type="checkbox"/> DIVORCED	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> YES	
2		<input type="checkbox"/> MARRIED <input type="checkbox"/> SINGLE <input type="checkbox"/> WIDOWED <input type="checkbox"/> DIVORCED	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> YES	
* ENTER A CHECKMARK FOR THE PARTY RESPONSIBLE FOR INCOME TAX REPORTING - ONLY ONE PARTY MAY BE RESPONSIBLE - THIS IS REQUIRED BY FEDERAL LAW						

IN CASE OF EMERGENCY - NOTIFY		
NAME	RELATIONSHIP	TELEPHONE NO. & MOBILE

### ACKNOWLEDGMENTS AND AFFIRMATIONS

I agree that I will be responsible for the monthly assessment payments; and I will comply with all the governing rules of the United Mutual and Golden Rain Foundation. I have received the notice informing me of the possible existence of asbestos in certain buildings.

I AFFIRM, UNDER PENALTY OF PERJURY, THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT

FOR COMMUNITY SERVICES  
OFFICE USE ONLY

#1 Name (Print):	Signature:	Date:
#2 Name (Print):	Signature:	Date:

READ ATTACHED MEMBERSHIP AND OCCUPANCY REQUIREMENTS



## Membership and Occupancy Requirements For Cooperative Membership

All prospective members and occupants are required to meet age restrictions as defined by Federal and State statutes and in accordance with United Occupancy Agreement and Bylaws. Please attach copies of appropriate documents which verify applicant's age - these may include passport, driver's license, and birth certificate or baptismal certificate.

**MEMBER** – A Shareholder who has been approved for Membership. When the Membership is vested in a Trust, the Trustor is considered the Member.

In order to reside, at least one of the occupants must be 55 years of age or older; any other Co-occupants who reside must be at least 45 years of age, except a spouse who may be any age. Adult disabled children may reside under certain conditions. (Section 51.3 of the California Civil Code)

Shareholders in good standing are entitled to one vote in Mutual elections.

Prospective Shareholder Members must sign Occupancy Agreements, including the General Terms and Conditions attachment.

**CO-OCCUPANTS** - Non-members who reside with the approval of the United Mutual Board of Directors.

**NOTE: THE CARE PROVIDERS ARE NOT ENTITLED TO THE USE OF COMMUNITY FACILITIES, EXCEPT AS THE GUEST OF AN APPROVED RESIDENT. A CARE PROVIDER BADGE WILL BE ISSUED AND MUST BE WORN AT ALL TIMES.**

Non-members may be Co-occupants only if they reside with the Member or are Sub-lessees of the Member.

Co-occupants may reside upon the approval of an Application for Occupancy Permit by the United's Mutual Board of Directors and which must be executed by all Shareholder Members.

### OCCUPANCY LIMITS

The maximum number of persons who may occupy a unit is equal to the number of original construction bedrooms, plus one.

### UNIT ASSESSMENTS

Monthly Assessments provide for the occupancy of no more than two persons. An additional monthly assessment is charged for the third occupant.

### IDENTIFICATION CARDS

Resident Identification cards are issued to all approved residents of the community. Cards are the property of GRF, and must be returned at the termination of residency. Replacements will be issued subject to the schedule of fees.



REVIEWED

## Trustee of Golden Rain Foundation Trust



UNIT NO:

As Trustee of the Golden Rain Foundation ("GRF") of Laguna Hills Trust, the GRF Board of Directors is required to preserve and protect the recreational and other amenities available to all residents of Laguna Woods Village®. Effective January 1, 2018, all purchases of a separate interest in Third Laguna Hills Mutual (condo), United Laguna Woods Mutual (cooperative) and Mutual Fifty (condo) must include collection of a Trust Facilities Fee in the amount of \$5,000 per transaction as an obligation of the purchaser.

**Choose one option of payment below.**

Payment  
Option #1:

☐

I / we agree to pay at the time of closing of escrow the Trust Facilities Fee in the amount of \$5,000

Payment  
Option #2:

☐

I / we agree to pay over a period not to exceed seven years (84 months) the Trust Facilities Fee in the amount of \$5,000 plus additional fees that result in a total principal amount of \$5,252 plus interest at 2% per annum.

#1 Name (Print): *	Signature:	Date:
#2 Name (Print):	Signature:	Date:
#3 Name (Print):	Signature:	Date:

\* If Payment Option #2 is selected, the first Owner/Member name must reflect the person to whom the billing statement for the Trust Facilities Fee will be mailed.





## Promissory Note

**Principal Amount:** \$5,252

**Principal Amount with interest:** \$5,632.59

### RECITALS

For value received, the undersigned payor(s), \_\_\_\_\_ ("Payor(s)"), promises to pay to the order of Golden Rain Foundation of Laguna Woods, a California nonprofit mutual benefit corporation ("Payee"), at 24351 El Toro Road, Laguna Woods, California, Attention: Accounting Department (or through a direct debit or similar ACH debit, if available), at the times and on the terms specified in this promissory note ("Note"), the sum of Fifty-Two Hundred and Fifty-Two Dollars (\$5,252.00) ("Principal"), together with interest thereon at the rate of two percent (2%) per annum (but in any event not to exceed the maximum rate permitted by law) ("Interest"), as payment of the Five Thousand Dollars (\$5,000.00) Facilities Fee, and the monthly administrative fee in the amount of Two Hundred Fifty-Two Dollars (\$252.00), plus interest, all fully amortized over the seven (7) year term, as further set forth below.

Payor(s) acknowledges that Payor(s) has been given the opportunity to pay the Five Thousand Hundred Dollars (\$5,000.00) Facilities Fee all at once at the time of transfer, and so to avoid paying the Interest and the administrative fee, but that Payor(s) has instead elected to enter into the seven (7) year payment plan, as authorized by California law, and to pay in accordance with all terms and conditions in this Note.

**Promise to Pay.** The Principal and Interest shall be amortized over a period of seven (7) years, and all due and payable in seven (7) years, with eighty-four (84) monthly payments of Sixty-Seven Dollars and Six Cents (\$67.06) each. The first monthly payment shall be made on \_\_\_\_\_, 20\_\_, and subsequent monthly payments shall be paid on or before the first day of each succeeding calendar month.

**Late Charge.** Payor(s) agrees that in the event that any payment due hereunder is in default for more than ten (10) days, it would be extremely difficult to fix the actual damages resulting to Payee. Therefore, Payor(s) agrees to pay to Payee the sum of Ten Dollars (\$10.00) upon each such default, as liquidated damages and not as a penalty, to compensate the Payee for the expenses of administering the default.

**Acceleration.** The holder of this Note may, at its option, accelerate the maturity of all payments to become due hereunder upon the occurrence of any of the following events, in which event the unpaid balance of this Note shall become immediately due and payable without demand, presentment or notice, all of which are hereby expressly waived, and the holder may pursue collection through Small Claims Court or initiate any other appropriate legal proceeding to collect the outstanding amount owed under this Note:

(a) Failure to make any two (2) consecutive payments when due, (b) Insolvency of Payor(s), or filing by or against Payor(s) of a Petition of Bankruptcy, either voluntary or involuntary, (c) If Payor(s) sells his or her unit, or if Payor(s) dies, then the remaining outstanding balance of Principal hereunder at that time shall be due and payable in one lump sum and upon such payment, this Note shall be deemed paid in full.

**Attorney's Fees; Governing Law.** In the event of any controversy or dispute arising from non-payment of this Note, the prevailing party shall be entitled to recover from the non-prevailing party or parties reasonable expenses including, without limitation, attorneys' fees and costs actually incurred. This Note shall be governed by and construed in accordance with, and all disputes hereunder shall be governed by, the internal laws of the State of California. This Note shall be binding on the Payor(s) successors and assigns.

**IN WITNESS WHEREOF,** Payor(s) has executed this Note as of the date first written above.

#1 Name (Print):	Signature:	Date:
#2 Name (Print):	Signature:	Date:



## Financial Statement and Credit Information

**PLEASE PRINT USING BLACK INK OR TYPE**

**UNIT NO:**

THE CORPORATION MAY ELECT TO OBTAIN APPLICANT'S CREDIT HISTORY FROM A NATIONAL CREDIT REPORTING BUREAU. IN ACCORDANCE WITH THE BYLAWS, AND OCCUPANCY AGREEMENT, AS APPLICABLE TO COOPERTIVE MEMBERSHIP, I (WE) PROVIDE THE FOLLOWING INFORMATION:

APPLICANT NAME 1.	AGE	SOCIAL SEC. NO.	MARITAL STATUS: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		
2.			MARITAL STATUS: <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		
<b>PRESENT ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	<input type="checkbox"/> OWN <input type="checkbox"/> RENT	<b>YRS</b>
1.					<b>MONTHLY PAYMENT</b>
2.				<input type="checkbox"/> OWN <input type="checkbox"/> RENT	

### PURCHASE INFORMATION

1. PURCHASE PRICE	\$	6. FINANCING? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. DOWN PAYMENT	--	6a. LENDER'S NAME
3. LOAN AMOUNT	--	6b. MONTHLY LOAN PAYMENT
4. BAL. DUE AT CLOSE OF ESCROW	\$	7. MONTHLY CARRYING CHARGE
5. BAL. TO BE PAID FROM: <input type="checkbox"/> SALE OF HOME <input type="checkbox"/> ASSETS <input type="checkbox"/> OTHER		8. TOTAL MONTHLY PAYMENT

### ANNUAL INCOME AFTER PURCHASE OF UNIT/STOCK CERTIFICATE – ATTACH VERIFICATIONS

	APPLICANT 1	APPLICANT 2	TOTAL
A. SALARY & WAGES	\$	\$	\$
B. SOCIAL SECURITY / SSI			
C. PENSION #1			
D. PENSION #2			
E. RENTAL INCOME (NET)			
F. ANNUITIES / IRA'S			
G. DIVIDENDS & INTEREST			
H. TRUST DEEDS – INTEREST EARNED			
I. PRIVATE BUSINESS **			
J. TRUST INCOME			
K. DISABILITY COMPENSATION			
L. OTHER			
<b>TOTALS</b>	\$	\$	\$

**\*\* NOTE: AN APPLICANT WHO DERIVES PRINCIPLE INCOME FROM A PERSONAL BUSINESS MUST ATTACH A CURRENT BALANCE SHEET AND OPERATING STATEMENT**



## Financial Assets

Please provide verification of annual income and assets with this form. You must submit copies of a current, SIGNED Federal Income Tax return; and copies of recent bank statements, investment statements, paycheck stubs or any other documentation which will verify the information you have provided in this financial statement.

<b>LIFE INSURANCE</b>	Premiums/Year	Total in Force	Policy Loans \$		Net Cash Value \$
<b>BANK ACCOUNTS</b>	Bank Name a.	Address/Branch	Account Number	Account Type	Account Balance \$
	b.				\$
	c.				\$
<b>RESIDENTIAL PROPERTY</b>	Address a.	City, State	Annual Payments \$	Balance Owing \$	Estimated Equity \$
	b.		\$	\$	\$
<b>INCOME PROPERTY</b>	Address a.	City, State	Net Income/Year \$	Balance Owing \$	Estimated Equity \$
	b.		\$	\$	\$
<b>STOCKS &amp; BONDS</b>	Companies, shares, (attach schedule if necessary)				Market Value \$
<b>CERTIFICATES OF DEPOSIT</b>	Institutions (attach schedule if necessary)				Market Value \$
<b>GOVERNMENT BONDS</b>	Issuing Agency (attach schedule if needed)				Maturity Value \$
<b>OTHER ASSETS</b>	Attach Schedule				Market Value \$
	TOTAL ASSET VALUE				\$
	LESS: PURCHASE PRICE				\$
	NET ASSET VALUE AFTER PURCHASE				\$

I (we) swear, under penalty of perjury, that the information provided in this Financial Statement and the supporting documents are true.

#1 Name (Print):	Signature:	Date:
#2 Name (Print):	Signature:	Date:



## Financial Qualification Policy

Revised February 13, 2018

Resolution 01-18-24

Prospective Shareholders of Units in (United) are required to meet minimum financial requirements for Membership as set forth below. All income and assets claimed must be verified by presenting documentation acceptable to the Mutual Board of Directors.

All applicants shall submit the most recent year's Federal income tax return, signed and dated, including Schedules A and B, in addition to other verification documents. If income is derived from an owned business, the appropriate business tax schedules and a profit and loss statement are required.

Where there is more than one prospective Shareholder, income and assets can be calculated collectively, if each is eligible and intends to reside.

Membership applicants to United are required to submit a completed Financial Statement/Credit Information form, together with satisfactory verification of identity, income and assets.

### ASSET REQUIREMENT

The prospective Shareholder shall submit satisfactory verification of assets equal to the purchase price of the Unit plus \$125,000. Prospective transferees (i.e., outside escrow) are required to demonstrate a minimum asset base of \$125,000 only.

Acceptable assets will be those that are considered to be liquid, marketable or income producing. Only aged accounts (180 days) will be considered. Acceptable assets include, among others:

- Equity in U.S. residential property
- Savings accounts in U.S. financial institutions
- Cash value life insurance
- Certificates of deposit, money market accounts in U.S. financial institutions.
- IRA, SEP, 401(k) and Keogh accounts
- US, state or municipal government bonds - valued at current market prices
- American traded investments, (NYSE, Amex, OTC, NASDAQ, etc.) valued at current market prices
- Mortgages and promissory notes, provided that interest is reported on the applicant's tax return
- Equity in U.S. income producing real estate

Excluded from consideration are the following, among others:

- Mobile Homes
- Recreational vehicles, boats and trailers
- Vacant land
- Automobiles
- Artwork, jewelry, furs and collections such as coins, dolls, stamps and other similar items
- Term life insurance
- Annuity funds, which cannot be withdrawn in lump sum
- Anticipated bequests or inheritances
- Promissory Notes whose income is not reported on the perspective transferee tax return
- Community property



## INCOME REQUIREMENTS

Prospective Shareholders shall submit from a recognized Credit Reporting Agency (e.g. Equifax, TransUnion, Experian), a full credit report and FICO score dated within 60 days prior to the application submittal.

Prospective Shareholders and transferees must provide satisfactory verification of income of at least \$40,000 per year at the time of purchase.

### 1. Acceptable verifications include, among others:

- The most recent Federal Tax returns
- W - 2 Forms or paycheck stubs
- Bank, credit union or investment account statements
- Letters from bankers
- Notices of annuities and Social Security payments
- Pensions
- Trust income
- Disability income
- Residential / commercial property rental income

### 2. Unacceptable income verifications include, among others:

- Letters from employers, accountants, bookkeepers and attorneys
- Income not reported on Federal income tax returns
- Funds held outside US borders

## OWNERSHIP OF MULTIPLE MEMBERSHIPS

United does not permit ownership of more than one cooperative Membership, except under an interim dual Membership agreement which is issued for six months.

## FINANCIAL QUALIFICATION WAIVERS

Shareholders who purchase a replacement Unit do not have to re-qualify financially for Membership, if there is no change to the Membership vesting and the dual interim agreement is in effect.

Current members of one Mutual who wish to purchase in another Mutual are required to meet the financial requirements of the Mutual in which they are purchasing.

A former member may obtain a waiver of financial qualifications if the replacement Membership is purchased within 90 days of the closing of the sale of the previously owned Membership, and vesting in the new Unit is exactly the same as the vesting in the Unit previously owned.



## DISCRETIONARY AUTHORITY

United Board of Directors may, but is not obligated to, deny or approve applications for Membership based on the conditions herein. The Board of Directors, exercising prudent business judgement, may also deny or approve, in its sole and absolute discretion, applications based on other material factors, such as, but not limited to, history of bankruptcy, excess liabilities, or history of non-compliance as a member in United, GRF, or other Mutuels in Laguna Woods Village.

## MEMBERSHIP

Membership in United is created, and starts, with the later occurring of the following:

- Written approval of Membership by the United Mutual Board of Directors;
- Issuance of a Membership Stock Certificate;
- The signing of an Occupancy Agreement; and
- Upon close of escrow.

Upon Membership approval the Occupancy Agreement entitles the Member to occupy the Unit for three years, which is automatically renewed for three-year terms per Article 4 of the Occupancy Agreement, unless terminated by transfer or United's non-renewal or termination by the Board of Directors.





## Agreeable Terms

### Important Information – Please Read Carefully

UNIT NO:

Please note the following residency restrictions:

#### Initial(s)

- Laguna Woods Village is an independent-lifestyle & age-restricted community (as defined by California Civil Code §51.3) that does not provide any form of healthcare or assisted living. Each resident is responsible for his/her own care and welfare.
- Appearance of the community is important, and residents are required to keep their balconies, patios, walkways, and carports free from clutter.
- When moving into the community, residents are required to break down and stack moving boxes next to trash dumpsters for routine pick-up. Please be advised that there are weight and volume restrictions. A call to Resident Services at (949) 597-4600 can arrange to have excessive moving material hauled away as a chargeable service. When moving out of the community, the seller is responsible for hauling away excessive materials/furniture.
- Members are required to check with the Alterations Division before making any internal and external alteration. Alterations are prohibited without prior review and consent. Contact the Alterations Division at (949) 597-4616 or email: [alterations@vmsinc.org](mailto:alterations@vmsinc.org). Contractors' trash must not be put into community dumpsters.
- Relatives and other guests may stay overnight for a total of 60 days in any 12-month period. Relatives and guests may not stay in a resident's home during the absence of the resident.
- Board approval is required for all persons wishing to reside in the community. Contact the Resident Services Department at (949) 597-4369 before any change in residency status.
- The maximum number of persons allowed to occupy a Unit is equal to the number of original construction bedrooms plus one. There are additional monthly fees for more than two occupants.
- Unit's may not be sublet for more than twelve months and not less than ninety days.
- United is billed directly from the Tax Assessor and the Shareholder/Member reimburses the Mutual through monthly assessments. Tax impound account added to monthly assessments. Members of stock cooperatives are cautioned to prepare for property tax increases in monthly assessments.

I/We, the undersigned, have read the above and agree to comply with the rules of this community.

#1 Name (Print):	Signature:	Date:
#2 Name (Print):	Signature:	Date:



## **Key File Program – Authorization Form**

The Resident Services Department maintains keys to Units within the Community for the convenience of Laguna Woods Village residents. The Key File Program is completely voluntary and is not a requirement. Keys maintained in this program are secured. Shareholder/Member are encouraged to participate in this program. The program is available:

1. Should an emergency maintenance repair be required during a resident's absence, access can be made to the Unit to effect repairs;
2. A residing member can obtain the key(s) to the unit to gain access when they have misplaced or otherwise cannot locate their keys.

Any emergency access keys that the Seller submitted to Laguna Woods Village are returned during the resale process.

**To submit keys for your Unit into the Key File Program, please visit:**

**Laguna Woods Village – Community Center  
Resident Services Department  
24351 El Toro Road  
Laguna Woods, CA 92637**



## Instructions For Trustee Shareholder Membership

The following instructions identify the documents and forms that are required to issue membership Shareholder Membership certificates to trustees:

1. A letter addressed to United Laguna Woods Mutual from a lawyer, certified public accountant, or enrolled agent expressing an opinion that the current beneficiary of the trust is treated as the owner under the provisions of Section 671 et seq., of the Internal Revenue Code of 1986, (or any successive provision.)

An example would be "I have reviewed the terms and conditions of the Doe Family Trust dated January 2, 2006 and conclude that John and Mary Doe are now treated as owners of the Doe Family **Trust under the provisions of Section 671, et seq., of the Internal Revenue Code of 1986.**" The bolded words must be included in this letter. If the Mutual Shareholder is having his/her lawyer prepare this letter, he/she may also request the letter to include a specific description of the manner in which the certificate should be issued. An example would be "John Doe and his successors in trust as trustees of the Doe Family Trust dated January 2, 2006."

2. A standard **Occupancy Agreement** and the **Addendum** attached to this set of instructions each signed by the trustee and the current beneficiary of the trust. (The person identified as the owner in the tax opinion described in item 1 above must be the same person identified as current beneficiary in the Addendum to the Occupancy Agreement.)



## Occupancy Agreement

### PARTIES

The parties to this Agreement are UNITED LAGUNA WOODS MUTUAL, a California nonprofit mutual benefit corporation (hereinafter referred to as the "Corporation" and \_\_\_\_\_ (hereinafter referred to as the "Member").

### RECITALS

1. The Corporation owns and operates a cooperative housing project of Laguna Woods Village, in the City of Laguna Woods, and the County of Orange, State of California, with the intent that its members shall have the right to occupy the dwelling units thereof under the terms and conditions hereinafter set forth.
2. The Member is the owner and holder of one membership of the Corporation, Series \_\_\_\_\_ and of one membership of Golden Rain Foundation of Laguna Woods, a California nonprofit mutual benefit corporation (hereinafter referred to as the "Foundation").

### TERMS

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The Corporation hereby lets to the Member and the Member hereby hires from the Corporation that a certain dwelling unit located at Laguna Woods Village described as \_\_\_\_\_, Laguna Woods, California, including Carport No. \_\_\_\_\_ to have and to hold said dwelling unit unto the Member, his personal representatives and authorized assigns, subject to the terms and conditions set forth herein, in the Articles of Incorporation, Bylaws, Rules and Regulations of the Corporation, now or hereafter in effect, and the General Conditions attached hereto and also recorded as part of Instrument No. 2013000284997 in the Official Records in the Office of the County Recorder of the County of Orange, State of California (the "General Conditions"), and made a part hereof for a term of three years. **The term of this Occupancy Agreement is renewable automatically for successive three-year periods under the terms and conditions of Article 4 of the General Conditions.**
2. Until further notice from the Corporation, the monthly assessment for the above-described dwelling unit shall be \$ \_\_\_\_\_ per month.
3. The term of this Occupancy Agreement begins at 12:01 a.m. on \_\_\_\_\_, 20\_\_\_\_.  
Executed on \_\_\_\_\_, 20\_\_\_\_ at Laguna Woods, California.

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

If this Occupancy Agreement is being executed by a trustee as the "Member," the current beneficiary of the trust must be an occupant of the dwelling unit and, by executing this Occupancy Agreement in the space provided below, it agrees as follows:

**I agree to be bound by and act in accordance with all provisions of this Occupancy Agreement as if I was the Member, and upon demand by the Corporation, I agree to fulfill all obligations of the Member under this Occupancy Agreement.**

\_\_\_\_\_  
Beneficiary

UNITED LAGUNA WOODS MUTUAL

A California nonprofit mutual benefit corporation

by

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Beneficiary



## GENERAL CONDITIONS

### ARTICLE 1. MONTHLY CARRYING CHARGES

During the term of this Occupancy Agreement, the Member shall pay to the Corporation a monthly sum referred to as "Carrying Charges," equal to one-twelfth of the Member's proportionate share of the sum required by the Corporation, as estimated by its Board of Directors, to meet its annual expenses, including but not limited to the following items:

- a) The cost of all operating expenses and services furnished by or at the expense of the Corporation, including charges by the Foundation for facilities and services furnished by the Foundation.
- b) The cost of necessary management and administration.
- c) The amount of all taxes and assessments levied against the property of the Corporation for which it is required to pay.
- d) The cost of fire and extended coverage insurance and such other insurance as the Corporation may effect or as may be required by any mortgage on any of the Corporation's assets.
- e) The cost of furnishing water, gas, electricity, garbage and trash collection, master TV antenna service and other utilities, to the extent furnished by the Corporation.
- f) All reserves established by the Corporation, including the general operating reserve and the reserve for replacements.
- g) The estimated cost of repairs, maintenance and replacements of property to be made by the Corporation.
- h) The amount of principal, interest and other required payments on any mortgage on any of the Corporation's assets, including mortgage insurance premiums, if any.
- i) Any other expenses of the Corporation approved by the Board of Directors, including the payment of operating deficiencies, if any, for prior periods.

The Board of Directors of the Corporation shall determine the Carrying Charges from time to time. Said sums shall be estimated on an annual basis and divided by the number of months remaining in the then current fiscal year but in no event shall the member be charged more than his proportionate share thereof as determined by the Board of Directors. That amount of the Carrying Charges required for payment on the principle of any mortgage on any assets of the Corporation or any other capital expenditures shall be credited upon the books of the Corporation to the "Paid-In Surplus" account as a capital contribution by the members of the Corporation. Until further notice from the Corporation, the monthly Carrying Charges for the dwelling unit shall be the amount set forth in paragraph 2 of this Occupancy Agreement.

### ARTICLE 2. PAYMENT OF CARRYING CHARGES

Upon commencement of the term of this Occupancy Agreement, the Member shall make a payment on account of

Carrying Charges for the remainder of the calendar month, the amount of which shall be the portion of the Carrying Charges for one month prorated on the basis of the number of days of occupancy. Thereafter, Carrying Charges shall be paid in advance not later than the first day of each calendar month. Carrying Charges shall be paid to the Corporation or its authorized representative at such place and in such manner as the Corporation shall determine from time to time.

### ARTICLE 3. EXCESS CARRYING CHARGES

If for any fiscal year of the Mutual during the term of this Occupancy Agreement, the income of the Mutual exceeds expenses (including reserves) for the same fiscal year, Member agrees that he or she shall not, by reason of such occurrence, be entitled, and hereby waives any right, to receive a refund or credit of all or any portion of the Carrying Charges previously paid by Member in such fiscal year. Member further agrees that all or any portion of the amount assessed and collected by the Mutual in excess of the amount required to meet the anticipated expenses (including reserves) of the Mutual shall be applied by the Board of Directors of the Mutual, in its sole discretion, to reduce the anticipated expenses (including reserves) of the Mutual as determined by the Board of Directors for the next succeeding fiscal year of the Mutual.

### ARTICLE 4. MEMBER'S OPTION TO RENEW

The term of this Occupancy Agreement shall be extended and renewed from time to time by and between the parties hereto for further periods of three years each from the expiration of the initial term herein granted, upon the same covenants and agreements as herein contained unless: (1) this Occupancy Agreement is sooner terminated by the Corporation in accordance with the terms hereof, or (2)(a) notice of the Member's election not to renew shall have been given to the Corporation in writing at least four months prior to the expiration of the then current term, and (b) the Member shall have on or before the expiration of said term (i) endorsed its membership for transfer in blank and deposited same with the Corporation, and (ii) met all its obligations and paid all amounts due under this Occupancy Agreement up to the time of said expiration, and (iii) vacated the dwelling unit and all other premises of the Corporation, leaving them in good state of repair. Upon compliance with provisions (a) and (b) of this Article, the Member shall have no further liability under this Occupancy Agreement and shall be entitled to no payment from the Corporation.

### ARTICLE 5. USE OF PREMISES

Subject to this Article 5, the Member shall use the dwelling unit covered by this Occupancy Agreement as a private dwelling for those authorized to occupy it by the Corporation and for no other purpose, and the authorized occupants of the dwelling unit may enjoy the use, in common with the other members of the Corporation, of all facilities of the Corporation so long as the Member continues to own the aforesaid membership of the



Corporation uses its dwelling unit as a private dwelling for authorized occupants and abides by the terms of this Occupancy Agreement. The Member shall not permit or suffer anything to be done or kept in or about the dwelling unit or other premises of the Corporation which will increase the rate of insurance on any building or other property of the Corporation or on the contents thereof or which will obstruct or interfere with the rights of other members of the Corporation or annoy them by unreasonable noises or otherwise nor will it commit or permit any nuisance in or about the dwelling unit or other premises of the Corporation or commit or suffer any immoral or illegal act to be committed thereon. The Member shall comply with all of the requirements of governmental authorities with respect to the dwelling unit and all other premises of the Corporation. If by reason of the occupancy or use of the dwelling unit or any other building of the Corporation by the Member the rate of insurance on any building or other property of the Corporation shall be increased, the Member shall become personally liable for the additional insurance premiums. The Member shall not permit any person to occupy the dwelling unit (except as a guest) without the prior written consent of the Corporation. A guest of a member may occupy the dwelling unit for no more than 60 days (whether or not consecutive) in any year. The Member acknowledges and agrees that Laguna Woods Village is a senior citizen housing development and, therefore, that residency in the dwelling unit is restricted to persons 55 years of age or older and to certain other qualified permanent residents. The Member agrees to reside in, occupy and use the dwelling unit in conformity with the age restrictions sanctioned by California Civil Code Section 51.3, as hereafter amended, and any successor statute thereto. Any occupancy, for any duration, of the dwelling unit by a person other than a Member, and visitation by third parties with any Member or non-Member occupant of a dwelling unit, shall be upon all terms and conditions set forth in this Occupancy Agreement, in the articles, bylaws, rules and regulations of the Corporation and the Foundation in effect from time to time, without limiting the generality of the foregoing, any non-Member occupant of a dwelling unit, and all third-party visitors of Members or non-Member occupants of a dwelling unit, derives any right to use and enjoy the dwelling unit and the facilities and other property of the Corporation and the Foundation solely as a guest or invitee of the Member and shall be subject to all rules, regulations, penalties and assessments applicable to the Member. Notwithstanding any liability of any non-Member occupant of a dwelling unit or of any guest or invitee of any Member or non-Member occupant of a dwelling unit, the Member shall be fully responsible for, and hereby indemnifies and holds the Corporation and the Foundation harmless from, the conduct of, and any and all losses to or demands upon the Corporation resulting from the acts of omissions of, any non-Member occupant of a dwelling unit and all guests and invitees of the Member or the non-Member occupant of the Member's dwelling unit.

#### ARTICLE 6. MEMBER'S RIGHT TO PEACEABLE POSSESSION

In return for the Member's continued fulfillment of the terms and conditions of this Occupancy Agreement, the Member may have and enjoy for his sole use and benefit the dwelling unit hereinabove described, after obtaining occupancy. If the Member for any reason shall cease to be an occupant of the dwelling unit other than during occupancy by a non-Member occupant approved by the Corporation in writing, the Member shall surrender to the Corporation possession thereof.

#### ARTICLE 7. SUBLETTING PROHIBITED

The Member shall not assign this Occupancy Agreement or sublet this dwelling unit without the prior written consent of the Corporation. Rents under any sublease shall be assigned to the Corporation, the sublease shall be delivered to the Corporation and the Corporations shall be empowered to collect rents and apply the rents in reduction of sums due from time to time under this Occupancy Agreement. The sublease shall be in a form acceptable to the Corporation, shall require the subtenant to abide by the terms of the Occupancy Agreement during his sub tenancy, and shall give the Corporation an irrevocable power to dispossess or otherwise act for the sub lessor in case of default under the sublease. As more particularly set forth in Article 5, above, the Member shall continue to be liable for all obligations hereunder and shall be responsible to the Corporation for the conduct of his sublease notwithstanding the fact that the Member may have sublet the dwelling unit with the consent of the Corporation. Consent to one subletting shall not obligate the Corporation to consent to any other subletting.

#### ARTICLE 8. TRANSFER, PLEDGES

Neither this Occupancy Agreement nor any right contained therein may be transferred or assigned except in the same manner as may now or hereafter be provided for the transfer or assignment of memberships in the bylaws of the Corporation. Similarly, neither this Occupancy Agreement, nor any right contained herein, nor the membership of the Member in the Corporation, or the Member's membership certificate may be assigned or pledged by the Member as security for the repayment of any indebtedness of the Member without the prior written consent of the Corporation. Consent by the Corporation to any such assignment or pledge shall not be deemed or construed to be consent by the Corporation to any future or successive assignments or pledges. The Member agrees that any such consent by the Corporation to any such assignment or pledge shall be upon terms and subject to all conditions set forth in any agreement (a "Recognition Agreement") entered into by and between the Corporation and the assignee or pledgee of the Member prior to or concurrently with such assignment or pledge. Without limiting or modifying the foregoing, the Member specifically acknowledges and agrees that a Recognition Agreement may provide for the payment by the Corporation to the Member's assignee or pledgee of certain sums which otherwise would be payable by the Corporation to the Member.

#### ARTICLE 9. MANAGEMENT, TAXES AND INSURANCE

The Corporation shall provide necessary management, operation and administration; pay or provide for the payment of all taxes or assessments levied against assets of the Corporation, procure and pay or provide for the payment of fire insurance, extended coverage and other insurance as required by any mortgage on property of the Corporation and such other insurance as the Corporation may deem advisable. The Corporation shall not provide insurance on the Member's interest in the dwelling unit or on the Member's personal property. The Member shall reimburse the Corporation for the portion of real property taxes and assessments attributable to the Member's dwelling unit.

#### ARTICLE 10. UTILITIES

The Corporation shall provide electricity for exterior use, water for exterior and interior use, sewage disposal, garbage and trash collection and master TV antenna service. The cost of such services shall be included in the Carrying Charges. Electricity for interior use shall be individually metered and billed by Southern California Edison Company or any successor utility and paid directly by the Member.

#### ARTICLE 11. REPAIRS

(a) By Member. Subject to the terms of any Recognition Agreement, the Member agrees to repair and maintain the dwelling unit at the Member's own expense as follows:

- 1) Any repairs or maintenance necessitated by the Member's own negligence or misuse; and
- 2) Any redecoration of the interior of the dwelling unit; and
- 3) Any repairs or maintenance on any air conditioner installed in the dwelling unit; and
- 4) Any maintenance, repairs and replacements of appliances within the interior of the dwelling unit (including, but not limited to, refrigerators, cook tops, hoods and ovens), and any cabinet modifications/alterations and other upgrades related to the installation of those appliances, that are designated as the responsibility of the Member under the Corporation's "Appliance Policies" adopted on March 11, 2003, as may be amended from time to time; and
- 5) Any repairs or maintenance of all fixtures and other items within the interior surfaces of the perimeter walls, floors and ceilings of the dwelling unit that are designated as the responsibility of the Member under the Corporation's "Summary of Chargeable Maintenance Services" adopted on June 12, 2007, as may be amended from time to time; and
- 6) Any repairs or maintenance of alterations and additions made by the Member (or any predecessor of the Member) in the interior or exterior of the dwelling unit, as described in Article 12 of this Occupancy Agreement.

(b) By Corporation. The Corporation shall provide and pay for all necessary repairs, maintenance and replacements, except as specified in clause (a) of this Article, including but not limited to unaltered kitchen and bath floors and countertops. The officers and agents of the Corporation shall have the right to enter the dwelling unit of the Member in order to effect necessary repairs, maintenance, and replacements, and to authorize entrance for such purposes by employees of any contractor, utility company, municipal agency, or others, at any reasonable hour of the day and in the event of emergency at any time.

(c) Right of Corporation to make repairs at Member's expense.

In case the Member shall fail to effect the repairs, maintenance or replacements specified in clause (a) of this Article in a manner satisfactory to the Corporation and pay for same, the Corporation may do so on behalf of the Member, and upon demand by the Corporation the Member shall reimburse the Corporation promptly upon receipt of a bill for same.

(d) Payment by Member. The Member shall pay the Corporation for any maintenance, repairs, replacements or other services specified in clause (a) of this Article which are the obligation of the Member to provide, where such maintenance, repairs, replacements or other services are rendered by the Corporation at the request of the Member. The Member agrees to make such payment promptly upon receipt of a bill for same from the Corporation.

#### ARTICLE 12. ALTERATIONS AND ADDITIONS

The Member shall not make any structural alterations to the interior or exterior of the dwelling unit or to any pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements, or fixtures from the dwelling unit without prior written consent of the Corporation. The Member shall not install or use in the dwelling unit, any air conditioning equipment, washing machine, clothes dryer, electric heater, or power tools without prior written consent of the Corporation. The Member shall remove any such equipment promptly upon request of the Corporation.

Any alterations, additions, fixtures or improvements installed by the Member or any predecessor of the Member, whether within or without the dwelling unit, shall be repaired or maintained by the Member at its own expense and in a manner satisfactory to the Corporation. If the Member should fail to do so, such repairs or maintenance may be performed by the Corporation and upon demand by the Corporation, the Member shall reimburse the Corporation therefor forthwith.

#### ARTICLE 13. MEMBERSHIP IN THE FOUNDATION

Prior to occupancy of the dwelling unit, the Member shall become a resident member of the Foundation and shall pay such dues, assessments, fees and charges now or hereafter determined by its Board of Directors. The extent and nature of facilities and services provided by the Foundation, the fees and charges therefor, and the persons to whom available shall be determined by the Foundation from time-to-time.



#### GENERAL CONDITIONS continued

##### ARTICLE 14. DEFAULT BY MEMBER

If at any time after the happening of any of the events specified in clauses (a) to (h) of this Article, the Corporation shall give to the Member a notice that its rights under this Occupancy Agreement will expire at a date not less than ten (10) days thereafter, all of the Member's rights under this Occupancy Agreement will expire on the date so fixed in such notice, unless in the meantime the default has been cured in a manner deemed satisfactory by the Corporation, it being the intention of the parties hereto to create hereby conditional limitations, and it shall thereupon be lawful for the Corporation to re-enter the dwelling unit and to remove all persons and personal property therefrom, either by summary dispossession proceedings or by suitable action or proceeding at law or in equity or by any other proceedings which may apply to the eviction of tenants, and to repossess the dwelling unit in its former state:

- a) If at any time during the term of this Occupancy Agreement the Member shall cease to be the owner and legal holder of a membership in the Corporation unless the Corporation gives its consent in writing to a transfer or assignment under which Member has a right to continue possession.
- b) If the Member attempts to transfer, assign or pledge this Occupancy Agreement in a manner inconsistent with the provisions of the bylaws or this Occupancy Agreement.
- c) If at any time during the term of this Occupancy Agreement the Member shall be declared bankrupt under the laws of the United States.
- d) If at any time during the term of this Occupancy Agreement a receiver of the Member's property shall be appointed under the laws of the United States or of any State.
- e) If at any time during the term of this Occupancy Agreement the Member shall make a general assignment for the benefit of creditors.
- f) If at any time during the terms of this Occupancy Agreement the membership in the Corporation owned by the Member shall be duly levied upon and sold under the process of any Court.
- g) If the Member shall fail to pay any sum due pursuant to the provisions of this Occupancy Agreement.
- h) If the Member, any non-Member occupant of the dwelling unit or any guest or invitee of the Member or such non-Member occupant of the dwelling unit, shall default in the performance of any of their respective obligations under this Occupancy Agreement.

The Member hereby expressly waives any and all right of redemption in case it shall be dispossessed by judgment of any Court; the words "enter", "re-enter", and "re-entry", as used in this Occupancy Agreement are not restricted to their technical legal meaning and in the event of a breach or threatened breach by the Member, any non-Member occupant of the dwelling unit, or any guest or invitee of the Member or such non-Member occupant of the dwelling unit, of any of the covenants or provisions of this Occupancy Agreement; the Corporation shall have the right of injunction and the right to

invoke any remedy allowed by law or in equity as if re-entry, summary proceedings, and other remedies were not herein provided for.

The Member expressly agrees that there exists under this Occupancy Agreement a landlord-tenant relationship and that in the event of a breach or threatened breach of any covenant or provision of this Occupancy Agreement by the Member, or non-Member occupant of the dwelling unit, or any guest or invitee of the Member or such non-Member occupant of the dwelling unit, there shall be available to the Corporation such legal remedy or remedies as are available to a landlord under the laws of the State of California for the breach or threatened breach by a tenant of any provision of a lease or rental agreement. The Member hereby waives any and all notices and demands for possession as provided by the laws of the State of California.

##### ARTICLE 15. COMPLIANCE WITH REGULATIONS

The Member shall preserve and promote the cooperative ownership principles on which the Corporation and the Foundation have been founded, abide by the articles of incorporation, bylaws, rules and regulations of the Corporation and of the Foundation and any amendments thereto now or hereafter in force and by its acts of cooperation with other members, bring about for itself and its fellow members a high standard in home and community conditions.

##### ARTICLE 16. EFFECT OF FIRE LOSS

In the event of loss or damage by fire or other casualty to the dwelling unit without the fault or negligence of the Member, the Corporation shall determine whether to restore the damaged premises and shall further determine, in the event such premises shall not be restored, the amount which shall be paid to the Member to redeem the membership of the Member and to reimburse the Member for such loss as it may have sustained. If, under such circumstances, the Corporation elects to restore the premises, Carrying Charges shall not abate, wholly or partially, unless otherwise determined by the Corporation. If the Corporation elects not to restore the premises, the Carrying Charges shall cease from the date of such loss or damage.

##### ARTICLE 17. INSPECTION OF DWELLING UNIT

Representatives of any mortgagee holding a mortgage on the property of the Corporation occupied by the Member, the officers and agents of the Corporation, and with the approval of the Corporation, the employees of any contractor, utility company, municipal agency or others, shall have the right to enter the dwelling unit of the Member and make inspection thereof at any reasonable hour and at any time in case of emergency involving danger to life or property, regardless whether such potential danger actually exists.

##### ARTICLE 18. SUBORDINATION

The cooperative housing project, of which the dwelling unit is a part, was constructed with the assistance of a mortgage loan made by a private lending institution. This Occupancy Agreement and all rights, privileges and benefits hereunder are and shall be

at all times subject to, subordinate and inferior to the lien of a first mortgage or deed of trust and the accompanying documents executed to secure the principal sum, to any and all modifications, extensions and renewals of such loans, to any mortgage or deed of trust made in replacement of such mortgage or deed of trust and to such additional loans or advances as may thereafter be made by or borrowed from the beneficiary, its successors or assigns, together with interest thereon, and to any mortgages or deeds of trust, consolidation agreements and other accompanying documents given to secure any such additional loan or advances which may at any time hereafter be placed on the real property of the Corporation, or any part thereof. The Member hereby agrees to execute, at the Corporation's request and expense, any instrument which the Corporation or any lender may deem necessary or desirable to effect the subordination of this Occupancy Agreement to any such mortgage or deed of trust, and the Member hereby appoints the Corporation and each and every officer thereof, and any future officer, such Member's attorney-in-fact during the term hereof to execute any such instrument on behalf of the Member. The Member hereby expressly waives any and all notices of default and notices of foreclosure of said mortgage and deed of trust which may be required by law. In the event a waiver of such notices is not legally valid, the Member hereby designates the Corporation as its agent to receive and accept such notices on the Member's behalf.

**ARTICLE 19. NOTICES**

Whenever the provisions of law, the bylaws of the Corporation or this Occupancy Agreement require notice to be given to either party hereto, such notice may be given in writing by depositing the same in the United States mail, in a postpaid, sealed envelope addressed to the person to whom the notice is to be given, at his or her address as the same appears in the books of the Corporation and the time of mailing shall be deemed to be the time of the giving of such notice.

**ARTICLE 20. FISCAL REPORTS**

The Corporation shall furnish to the Member a review of the financial statement of the Corporation in accordance with the provisions of applicable law.

**ARTICLE 21. REPRESENTATIONS**

No representations, other than those contained in this Occupancy Agreement, shall be binding upon the Corporation.

**ARTICLE 22. RIGHTS AND REMEDIES**

The rights and remedies available to the Corporation in the event of any breach of this Occupancy Agreement by the Member, any non-Member occupant of the dwelling unit, or occupant of the dwelling unit, or any guest or invitee of the Member or such non-Member occupant of the dwelling unit, whether provided by this Occupancy Agreement or by law, are cumulative. The exercise of any such right or remedy shall not be deemed to be a waiver of the same right or remedy for the

same or any other breach by the Member. The failure to exercise any right or remedy available to the Corporation for any breach of this Occupancy Agreement by the Member shall not be deemed to be a waiver of any of its rights or remedies in the event of any other breach by the Member.

**ARTICLE 23. LATE CHARGES AND ATTORNEY'S FEES**

The Member covenants and agrees that, in addition to the other sums that have become or will become due pursuant to the terms of this Occupancy Agreement, the Member shall pay to the Corporation a late charge in an amount determined by the Corporation, reasonable costs of collection and interest at a rate determined by the Corporation for each payment of Carrying Charges or part thereof not paid within 15 days after the date payment is due.

If the Member shall default in making payments of any sum payable to the Corporation or if the Member, any non-Member occupant of the dwelling unit, or any guest or invitee of the Member or such non-Member occupant of the dwelling unit defaults in the performance of any of their respective obligations under this Occupancy Agreement, and the Corporation has obtained the services of an attorney with respect to any such default, the Member shall pay to the Corporation any costs or fees involved, including reasonable attorney's fees, notwithstanding the fact that a suit has not yet been instituted. In case a suit is instituted, the Member shall also pay costs of suit in addition to the aforesaid costs and fees.

**ARTICLE 24. SUCCESSOR, ASSIGNEES, ETC.**

Subject to the limitations on assignments, transfers, pledges and subletting set forth elsewhere herein, the provisions of this Occupancy Agreement shall be binding on the successors, assignees, heirs and personal representatives of the Member.

**ARTICLE 25. AMENDMENTS**

This Occupancy Agreement may not be amended or modified without the prior written consent of the Corporation and shall not be enforceable unless in the form of a written instrument executed by the party against whom enforcement is sought. Member acknowledges and agrees that the Corporation may condition its consent to any amendment or modification upon the Corporation's receipt of a written consent to the change from any assignee or pledgee of the Member, regardless whether that consent is required by the terms of any Recognition Agreement.



## Addendum To Occupancy Agreement – Trustee Membership

<b>1. IDENTIFICATION</b>	Unit No.
Date of Occupancy Agreement	Date of Declaration of Trust Or Order Establishing Trust
Trustee Member *	
Current Beneficiary *	

<b>2. MODIFICATION OF RECITAL</b>
A. The Current Beneficiary has a bona fide intention to reside in the described dwelling unit and the Trustee has a bona fide intention to permit that residency.

<b>3. MODIFICATION OF GENERAL CONDITIONS</b>
A. The current Beneficiary guarantees the performance of all obligations of the Trustee Member and agrees to abide by all of the provisions of the General Conditions of the Occupancy Agreement as if the Current Beneficiary were the Member.
B. Only the person treated as the beneficial owner of the trust for federal income tax purposes under Section 671 et seq. of the Internal Revenue Code of 1954 (or any successive provision) and approved for membership and such persons as would be permitted to reside in the Unit if title were held by that beneficial owner will be permitted to reside in the Unit
C. Within a reasonable time after the trust ceases to be one of which the Current Beneficiary or any other person approved for membership is treated as the beneficial owner of the trust for income tax purposes under Section 671 et seq. of the Internal Revenue Code of 1954 (or any successive provision), the Trustee shall transfer the membership either to an individual approved for membership or to the trustee of a qualified trust.

_____ Current Beneficiary	_____ Trustee
_____ Current Beneficiary	_____ Trustee
_____ Date	

* If more than one Trustee Member or more than one Beneficiary, then each must sign the addendum.
---



## Stock Assignment Separate From Certificate

*For value received, the undersigned hereby sell, assign and transfer to*

----- **ONE MEMBERSHIP** -----

*represented by the within Certificate, and do hereby irrevocably constitute and appoint*

xx

*attorney to transfer the said Membership*

*on the books of the within-named Corporation with full power of substitution in the premises.*

**Dated:** \_\_\_\_\_

**Signature witnessed by:** \_\_\_\_\_

\_\_\_\_\_  
**Signature / Printed Name**

\_\_\_\_\_  
**Signature of Corporate Representative / Printed Name**

\_\_\_\_\_  
**Signature / Printed Name**

<b>SIGNATURE GUARANTEES</b>
-----------------------------

**Name of Guarantor (print)** \_\_\_\_\_

**Medallion Imprint**

**Bank or Company** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Dated** \_\_\_\_\_

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### NOTICE:

Signature(s) to this assignment must correspond with the name(s) as written upon the face of the Certificate in every particular without alteration or enlargement or any change whatsoever.

Signature(s) to this assignment may be affixed in the presence of a representative of the Corporation; otherwise, signature(s) may also be affixed if guaranteed by an attorney, a banker, an escrow officer or stock broker.

Notarization of signature(s) to this document is also sufficient and acceptable, and in such cases, the Corporation will recognize the authority of the signer. The Notary Public Acknowledgement must accompany this assignment.

Assignments separate from the Certificate may be executed according to the restrictions noted above.

If the Certificate is executed by the Member's Attorney in Fact, the Power of Attorney is made a part of this assignment, and must accompany the Certificate together with proof that the principal is still living.





## Unconditional Continuing Guaranty

This Personal Unconditional Continuing Guarantee (hereinafter "Guarantee") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the undersigned, individually, jointly and severally if more than one (hereinafter individually and collectively the "Guarantor"), whose address(es) appear below their signatures hereon, to and for the benefit of:

[ ] United Laguna Woods Mutual, a California nonprofit mutual benefit corporation (hereinafter the "Corporation").

In consideration of the mutual covenants and agreements herein, and for other valuable consideration, the undersigned Guarantor, individually, jointly and severally, unconditionally and absolutely guarantees the due and punctual payment of the Indebtedness, as hereinafter defined (without deduction for any claim, setoff or counterclaim of Guarantor, or for the loss of contribution of a co-guarantor, if any) of \_\_\_\_\_ (hereinafter called "Members") to the Corporation, on demand in lawful money of the United States. The term "Indebtedness" is used herein in its most comprehensive sense and includes the Monthly Carrying Charge payable by the Members to the Corporation, all assessments levied in the name of the Corporation pursuant to the applicable Declaration of Covenants, Conditions and Restrictions, Occupancy Agreement, Bylaws or other governing documents of the Corporation, and California law, all as now existing or as may be hereafter amended, any and all advances, debts, obligations and liabilities of Members or any one or more of them, now or hereafter made, incurred or created, whether voluntary or involuntary, and however arising, whenever due, and whether absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Members may be liable individually or jointly with others, or whether recovery upon such indebtedness may be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter becomes otherwise unenforceable. The obligation of Guarantor is a primary, continuing and unconditional obligation of payment and performance. This Guarantee shall be effective regardless of the solvency or insolvency of Guarantor at any time or the subsequent incorporation, reorganization, merger or consolidation of Guarantor, or any other change in composition, nature, personnel, ownership or location of Guarantor.

The obligations of Guarantor herein cannot be assigned or transferred in any manner whatever, directly or indirectly, by operation of law or otherwise, without the prior written consent of the Corporation, which consent may be withheld in any circumstances. However, Guarantor agrees that this Guarantee shall inure to the benefit of and may be enforced by the Corporation and by any subsequent holder or assigned of any and all of the Indebtedness and shall be binding upon and enforceable against Guarantor and Guarantor's executors, administrators, legal representatives, successors and assigns.

The obligations hereunder are joint and several, and independent of the obligations of Members. A separate action or actions may be brought and prosecuted by Corporation against Guarantors whether action is brought against Members or whether Members be joined in any such action or actions; and Guarantors waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

Guarantors authorize Corporation, without notice or demand and without affecting Guarantors' liability hereunder, from time to time to (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increase or decrease the rate of interest thereon; (b) take and hold security for the payment of this guaranty or the Indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Corporation in its discretion may determine; and (d) release or substitute any one or more of the endorsers or Guarantors. Corporation may, without notice, assign this Guaranty in whole or part. Without limiting the foregoing, Guarantors hereby waive the rights and benefits under California Civil Code ("CC") Section 2819, and agree that Guarantors' liability shall continue even if Corporation allows any Indebtedness of Members in any respect or Corporation's remedies or rights against Members are in any way impaired or suspended without the Corporation's consent.

Guarantors waive any right to require Corporation to (a) proceed against Members; (b) proceed against or exhaust any security held from Members; or (c) pursue any other remedy in Corporation's power whatsoever. Guarantors waive any defense arising by reason of any disability or other defense of Members or by reason of the cessation from any cause whatsoever of the liability of Members. Until all Indebtedness of Members to Corporation shall have been paid in full, even though such Indebtedness is in excess of Guarantor's liability hereunder, Guarantors shall have no right of subrogation, and waive any right to enforce any remedy which Corporation now has or may hereafter have against Members, and waive any benefit of, and any right to participate in any security now or hereafter held by the Corporation. Guarantors waive diligence



and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new and additional Indebtedness.

Guarantors agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Corporation in the enforcement of this Guaranty or any attempts to collect any of the obligations of Member whether or not Corporation files suit against Member and Guarantor.

In all cases where there is but a single Member or a single Guarantor, then all words used herein in the plural shall be deemed to have been used in the singular where the context and construction so require; and when there is more than one Member named herein, or when this Guaranty is executed by more than one Guarantor, the word "Members" and the word "Guarantors" respectively shall mean all and any one or more of them.

All obligations of Guarantors shall be performed at Laguna Woods, California. The Corporation may, from time to time, change or modify any obligation between Member and the Corporation in any manner it may deem fit and such change shall not affect the liability of Guarantors in any manner. Guarantors further waive any and all defenses of every kind which may be available by reason of any disability or defense of the Member.

Guarantors further waive all right to require the Corporation to proceed against the Member or any other person, firm or corporation, or to pursue any other remedy available to the Corporation. All rights of the Corporation herein under or otherwise shall be cumulative and no exercise, delay in exercising, or omission to exercise any right of the Corporation shall be deemed a waiver and every right of this Corporation may be exercised repeatedly.

Any and all property of the undersigned, whether community or separate or otherwise, may be applied to the payment of any obligation arising hereunder.

Guarantor Signature \_\_\_\_\_ Date \_\_\_\_\_

DATED: \_\_\_\_\_ MEMBER(S) NAME(S) \_\_\_\_\_

UNIT ADDRESS \_\_\_\_\_

<b>GUARANTOR #1</b>	<b>ID #</b> _____	<b>GUARANTOR #2</b>	<b>ID #</b> _____
Name (print) _____		Name (print) _____	
Signature _____		Signature _____	
Address _____		Address _____	
City, State, Zip _____		City, State, Zip _____	
Telephone No. _____		Telephone No. _____	
Drivers Lic. # _____ State _____		Drivers Lic. # _____ State _____	



## Interim Dual Ownership Agreement

THIS INTERIM DUAL OWNERSHIP AGREEMENT ("Agreement") is executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between UNITED LAGUNA WOODS MUTUAL, a California Nonprofit Mutual Benefit Corporation ("United") and \_\_\_\_\_ ("Purchaser") with reference to the following facts:

- A. Purchaser is the owner of one Membership in United and has executed an Occupancy Agreement with United in connection with such ownership. Under the terms of the Occupancy Agreement, Purchaser has the exclusive right to occupy certain premises owned by United and commonly described as \_\_\_\_\_ Laguna Woods, California ("First Unit" and first Membership").
- B. Purchaser desires to purchase a second Membership in United and execute a second Occupancy Agreement with United, thereby permitting Purchaser to occupy certain other premises owned by United and commonly described as \_\_\_\_\_, Laguna Woods, California (the "Second Unit" and the "Second Membership"). **Duration of this agreement shall be six months from the date of this agreement, subject to renewal at the Board's discretion.**
- C. In reliance upon the covenants and representations of Purchaser hereinafter set forth, United consents to Purchaser's purchase of a Second Membership in United, execution of a second Occupancy Agreement with United, and occupancy of a second unit while still the owner of the first Membership, subject to the following terms and conditions:

Purchaser shall pay all amounts due or which hereafter become due on each Membership shall continue throughout the entire duration of Purchaser's ownership of such Memberships. If the Occupancy Agreement related to any such Membership terminates for any reason whatsoever prior to Purchaser's sale of that Membership, then Purchaser shall not be obligated to pay any amounts that become due on such Membership after the termination of the related Occupancy Agreement.

2. Purchaser represents and warrants that he has undertaken, or will undertake immediately, all reasonable efforts to sell the First Membership, including but not limited to offering the First Unit for sale. Purchaser further represents and warrants that the First Membership and right to occupy the First Unit is presently offered for sale at an asking price of \_\_\_\_\_ dollars (\$\_\_\_\_\_)

which Purchaser believes is a fair and reasonable asking price for the First Unit, and that Purchaser shall not remove the First Unit from the Resale Market.

3. Purchaser is solely responsible for the resale of both Memberships and the rights to occupy both Units. No representation, guarantee, or assurance has been made to the purchaser by the Golden Rain Foundation of Laguna Woods, United or any agent, representative, attorney, or employee, regarding the sale of the Membership or occupancy rights.
4. Purchaser shall not make or file, or cause to be made or filed, any claim or action against the Golden Rain Foundation of Laguna Woods, or any agent, representative, attorney, or employee, arising out of, connected with, or incidental to Purchaser's failure to obtain a suitable purchaser for either Membership or right to occupy either Unit.
5. This Agreement is only between United and the Purchaser, and is solely intended to establish the additional rights, duties, and obligations of United and Purchaser for the limited time period during which Purchaser owns two Memberships and the right to occupy the First Unit and the Second Unit. Nothing in this Agreement shall operate to relieve or in any way affect the obligation of any real estate broker, whether presently existing or hereafter arising, to perform its obligations under any listing agreement with Purchaser for the sale of the first Membership or right to occupy the first unit.



6. Purchaser acknowledges and agrees that: (a) Purchaser is prohibited from owning more than one Membership and the right to occupy more than one Unit, except under certain limited circumstances which are not applicable to this transaction; (b) Purchaser's permission to own more than one Membership and the right to occupy more than one Unit is granted by United to Purchaser under this Agreement only for a limited duration as an accommodation to Purchaser; (c) nothing in this Agreement shall be construed as a waiver or modification or any kind whatsoever of the general prohibition against Purchaser's ownership of more than one Membership and the right to occupy more than one Unit; and (d) Purchaser shall sell or otherwise dispose of one of the Memberships within six months.
7. This Agreement shall be treated as an addendum to the Occupancy Agreement executed by Purchaser in connection with Purchaser's purchase of the second Membership. Any failure to comply with this Agreement shall constitute a breach of the Occupancy Agreement.
8. Nothing in this agreement shall be construed to allow Purchaser to sublet either unit.
9. Purchaser is hereby aware of the Corporation policy that limits the execution of an Interim Dual Ownership Agreement to one (1) in any two-year period.
10. Purchaser shall provide a copy of this Agreement to all present and future licensed real estate broker(s) with whom purchaser has listed, or lists, either Membership immediately upon listing such Membership and occupancy right with such broker.

**IN WITNESS WHEREOF**, the parties to this Agreement has executed this Agreement on the day and year first above written.

**"Purchaser"**

**"United" United Laguna Woods Mutual**, a California  
Nonprofit Mutual Benefit Corporation

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Name Printed – Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

UNITED LAGUNA WOODS MUTUAL  
POST OFFICE BOX 2220  
LAGUNA HILLS, CALIFORNIA 92654 - 2220

THIS SPACE FOR RECORDER'S USE ONLY

## Memorandum of Occupancy Agreement

THIS MEMORANDUM OF OCCUPANCY AGREEMENT IS MADE AS OF \_\_\_\_\_, \_\_\_\_\_ by and between United Laguna Woods Mutual, a California nonprofit mutual benefit corporation ("United") and \_\_\_\_\_ ("Member").

The property with which this Memorandum of Occupancy Agreement is concerned is that certain real property located in the City of Laguna Woods, County of Orange, and State of California, commonly known as \_\_\_\_\_ and Unit \_\_\_\_\_, Building \_\_\_\_\_ as set forth in the Exhibit \_\_\_\_\_ to that certain Memorandum of Occupancy Agreement recorded in the Official Records of Orange County, California on May 10, 2013 as Instrument No. 2013000284997, which is a cooperative apartment (the "Unit") in the community commonly known as Laguna Woods Village. *See Legal Description*

By an unrecorded document entitled Occupancy Agreement dated \_\_\_\_\_, 20\_\_\_\_, United leased the unit to Member for an initial term of three years beginning on ☐ the date of recordation of the Memorandum of Occupancy Agreement recorded as Instrument No \_\_\_\_\_, ☒ the date of the Occupancy Agreement, which term could be automatically renewed for successive terms of three years as provided in Article 4 of the Occupancy Agreement.

This Memorandum of Occupancy Agreement is subject to the conditions, covenants and provisions, including those pertaining to the assessments, limitations on use, construction of improvements, and transfer of any interest in the leasehold estate or portions thereof, provided in the Occupancy Agreement.

IN WITNESS WHEREOF, United and Member have executed this Memorandum of Occupancy Agreement as of the date set forth above.

MEMBER(S)

UNITED LAGUNA WOODS MUTUAL – OWNER

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Name Printed – Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed



**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature\_\_\_\_\_ (Seal)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature\_\_\_\_\_ (Seal)





## Subordination Agreement

UNIT NO:

Date of Recognition Agreement: \_\_\_\_\_

Name of Lender: \_\_\_\_\_

### Acknowledgement by Borrower:

I have received a copy of that Recognition Agreement between United Laguna Woods Mutual and the Lender, and I specifically consent to subordinate my rights under my Occupancy Agreement and the Bylaws of United Laguna Woods Mutual to those of the Lender set forth in that document. By way of illustration (and not to the exclusion of other rights), I agree that the Lender's consent may be required to transfer my unit and that Lender may be entitled to receive money I otherwise would receive from the proceeds of sale or in the event of redemption or surrender of my Membership, casualty, loss or condemnation.

### Lender may need notification when unit is sublet.

Dated: \_\_\_\_\_

Borrower: \_\_\_\_\_

Borrower: \_\_\_\_\_

Borrower: \_\_\_\_\_

For Office Use Only

Lender's ID Number: \_\_\_\_\_



## Application For Occupancy Permit

					<input type="checkbox"/> UNITED	UNIT ADDRESS
<b>ATTACH VERIFICATION OF VALID AGE - DRIVER'S LICENSE / PASSPORT / BIRTH CERTIFICATE / MILITARY ID</b>						
	LAST NAME	FIRST NAME	MI	SOC SEC #	BIRTHDATE	OFFICE USE ONLY
1.						
2.						
1.	<b>MARITAL STATUS</b> <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input type="checkbox"/> SINGLE <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED			<b>IF UNDER 45 YEARS OF AGE, INDICATE IF</b> <input type="checkbox"/> SPOUSE / REGISTERED DOMESTIC PARTNER		
2.	<b>MARITAL STATUS</b> <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED <input type="checkbox"/> SINGLE <input type="checkbox"/> DIVORCED <input type="checkbox"/> SEPARATED			<b>IF UNDER 45 YEARS OF AGE, INDICATE IF</b> <input type="checkbox"/> SPOUSE / REGISTERED DOMESTIC PARTNER		
APPLIC. RELATIONSHIP TO OWNER		PREVIOUS ADDRESS		CITY	STATE	ZIP
IN EMERGENCY, NOTIFY		RELATIONSHIP TO APPLICANT	ADDRESS			TEL NO.
<b>OWNER / CO-OCCUPANT ACKNOWLEDGMENTS</b>						
WE HEREBY APPLY FOR APPROVAL FOR THE APPLICANT TO RESIDE IN THE UNIT IDENTIFIED ABOVE AS A NON-MEMBER OCCUPANT, AND AFFIRM THAT THE INFORMATION PROVIDED HEREIN IS ACCURATE TO THE BEST OF OUR KNOWLEDGE. WE HAVE READ THE TERMS AND CONDITIONS FOR SUCH OCCUPANCY ON THE REVERSE SIDE OF THIS APPLICATION, AND AGREE TO BE BOUND BY THE TERMS THEREIN. WE HAVE RECEIVED A COPY OF THE NOTICE INFORMING US OF THE POSSIBLE EXISTENCE OF ASBESTOS IN CERTAIN BUILDINGS.						
WE SWEAR, UNDER PENALTY OF PERJURY, THAT THERE WILL NOT BE A LANDLORD-TENANT RELATIONSHIP BETWEEN OWNER AND OCCUPANT, AND THAT NO RENTS WILL BE PAID OR COLLECTED DURING THE DURATION OF APPLICANT'S OCCUPANCY, UNLESS A LEASE IS EXECUTED THROUGH THE GOLDEN RAIN FOUNDATION (GRF) LEASING OFFICE.						
*All Members & Occupants Must Initial "No Rent Paid or Collected" Agreement _____						
OWNER NAME (PRINT)		OWNER SIGNATURE		DATE	TO RESIDE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
OWNER NAME (PRINT)		OWNER SIGNATURE		DATE	TO RESIDE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
1. CO-OCCUPANT SIGNATURE		DATE	2. CO-OCCUPANT SIGNATURE		DATE	
<b>COMMUNITY SERVICES DEPARTMENT USE ONLY</b>						
FLOORPLAN: _____ # BEDROOMS: _____ # PERSONS RESIDING IF THIS PERMIT IS APPROVED _____						
ID CARD FEES TO BE COLLECTED: \$ _____ <input type="checkbox"/> EXEMPT (spouse/domestic partner status verified)						
IF APPLICANT IS UNDER 55 YEARS OF AGE, INDICATE IF QUALIFYING RESIDENT HAS BEEN VERIFIED. <input type="checkbox"/> YES <input type="checkbox"/> NO						
DOES THE APPROVAL OF THIS APPLICATION EXCEED THE NUMBER OF PERSONS PERMITTED TO OCCUPY THIS UNIT? <input type="checkbox"/> YES <input type="checkbox"/> NO						
VERIFIED BY: _____ OCCUPANT'S PHONE # _____						
<b>ACTION BY MUTUAL BOARD OF DIRECTORS</b>						
<b>APPLICATION DENIED</b>				<b>APPLICATION APPROVED</b>		
The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>denied</b> .				The Board of Directors of this Mutual Corporation has reviewed this application. Based on the information provided, the application is <b>approved</b> .		
SIGNATURE				SIGNATURE		
SIGNATURE				SIGNATURE		
SIGNATURE				SIGNATURE		
DATE:				DATE:		

## Application For Co-Occupancy Permit

### PRIMARY RULES GOVERNING OCCUPANCY

THE PARTIES TO THIS AGREEMENT ARE THE MUTUAL CORPORATION, HEREINAFTER REFERRED TO AS "THE MUTUAL"; THE MEMBER(S), HEREINAFTER REFERRED TO AS "THE MEMBER(S)", AND WHOSE SIGNATURE APPEARS ON THE REVERSE SIDE OF THIS APPLICATION; AND THE APPLICANT(S) FOR OCCUPANCY, HEREINAFTER REFERRED TO AS "CO-OCCUPANT(S)", AND WHOSE SIGNATURE APPEARS ON THE REVERSE SIDE OF THIS APPLICATION. IN CONSIDERATION OF THEIR MUTUAL UNDERTAKINGS, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CO-OCCUPANT(S) SHALL BE ENTITLED TO OCCUPY THE UNIT INDICATED ON THE REVERSE SIDE OF THIS APPLICATION.
2. CO-OCCUPANT(S) AND MEMBER(S) AFFIRM THEIR INTENT THAT THE CO-OCCUPANT WILL RESIDE IN THIS UNIT AND THAT OCCUPANT IS 45 YEARS OF AGE OR OLDER, OR IS THE SPOUSE OR REGISTERED DOMESTIC PARTNER OF THE QUALIFYING RESIDENT.
3. IN UNITED MUTUAL, NON-MEMBERS MAY RESIDE ONLY IF THEY CO-OCCUPY WITH MEMBERS WHO ARE IN RESIDENCE (AND MEET THE REQUIREMENTS OF SECTION 2 ABOVE) OR ARE THE PARENTS OF MEMBERS, WITH ONE QUALIFYING RESIDENT AT LEAST 55 YEARS OF AGE.
4. CO-OCCUPANT(S) SHALL BE ENTITLED TO THE USE AND ENJOYMENT OF THE FACILITIES AND SERVICES PROVIDED BY THE GOLDEN RAIN FOUNDATION ON THE SAME BASIS AS MEMBERS OF THE FOUNDATION, BUT WILL HAVE NEITHER OWNERSHIP NOR VOTING RIGHTS IN THE FOUNDATION OR ANY MUTUAL.
5. MEMBER SHALL BE RESPONSIBLE FOR THE CONDUCT AND DEPORTMENT OF THE CO-OCCUPANT.
6. CO-OCCUPANT SHALL BE SUBJECT TO THE SAME RULES, REGULATIONS, RESTRICTIONS (AND OF THE OCCUPANCY AGREEMENT IN UNITED MUTUAL) THAT ARE APPLICABLE TO MEMBER, EXCEPT WITH RESPECT TO PAYMENT OF CARRYING CHARGES. IF CO-OCCUPANT EVER SHALL BECOME THE LEGAL OR EQUITABLE OWNER OF THE MEMBERSHIP, CO-OCCUPANT WILL APPLY FOR MEMBERSHIP IN THE MUTUAL (AND WILL EXECUTE AN OCCUPANCY AGREEMENT IN UNITED MUTUAL) IN THE FORM GENERALLY USED BY THE MUTUAL AND WILL PAY ALL AMOUNTS DUE PURSUANT TO THE CC&R'S (OR OCCUPANCY AGREEMENT).
7. MEMBER AND CO-OCCUPANT SHALL BE EQUALLY RESPONSIBLE FOR PAYMENT OF ANY CHARGES INCURRED BY CO-OCCUPANT IN RESPECT TO SERVICE PROVIDED BY GOLDEN RAIN FOUNDATION OR THE MUTUAL.
8. MEMBER AGREES TO PAY TO THE MUTUAL AN ADDITIONAL SUM EACH MONTH FOR EACH OCCUPANT OF THE UNIT IN EXCESS OF TWO, (IN EXCESS OF ONE IN THE TOWERS) AT THE RATE PRESCRIBED BY THE MUTUAL.
9. **MEMBERS SHALL BE RESPONSIBLE FOR CANCELING THE CO-OCCUPANCY STATUS AND RETURNING CO-OCCUPANT'S ID CARD AND VEHICLE DECAL WHEN OCCUPANT CEASES TO RESIDE IN THE UNIT.**
10. ANY PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME UPON THIRTY DAYS WRITTEN NOTICE TO THE OTHER PARTIES TO THIS AGREEMENT.
11. IN ORDER TO INDUCE MUTUAL TO EXECUTE THIS AGREEMENT, THE OTHER PARTIES AGREE THAT THEY HAVE NO RIGHTS AGAINST MUTUAL AS A DIRECT OR INDIRECT RESULT OF THE EXECUTION OF THIS AGREEMENT, AND IN THE EVENT THAT THERE ARE ANY EXPENSES INCURRED BY THE MUTUAL TO ENFORCE THE TERMS OF THIS AGREEMENT, OR TO REMOVE OR TAKE OTHER ACTION, OR TO DEFEND ANY ACTION RELATIVE TO MEMBER OR CO-OCCUPANT, AS A DIRECT OR INDIRECT RESULT OF THIS AGREEMENT, MEMBER AND CO-OCCUPANT AGREE TO HOLD THE MUTUAL HARMLESS FROM AND TO PAY ALL COSTS OR EXPENSES INCURRED BY MUTUAL, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, COURT COSTS OR RELATED EXPENSES.
12. CO-OCCUPANT(S) OF THIRD MUTUAL AND MUTUAL FIFTY AFFIRM THAT THEY HAVE NOT BEEN CONVICTED OF A FELONY WITHIN THE PAST 20 YEARS, NOR A MISDEMEANOR INVOLVING MORAL TURPITUDE WITHIN THE PAST 5 YEARS.
13. GUESTS MAY STAY A MAXIMUM OF 60 DAYS PER YEAR, AND ONLY WHILE THE QUALIFYING SENIOR RESIDENT IS IN RESIDENCE.

### NOTICE TO MEMBERS AND APPLICANTS

APPROVAL OF THIS APPLICATION BY THE MUTUAL, IN AND OF ITSELF, DOES NOT CONFER ANY RIGHT ON THE CO-OCCUPANT OTHER THAN THE REVOCABLE RIGHT TO OCCUPY THE UNIT NAMED ON THE REVERSE OF THIS FORM. AS INDICATED, BOTH MEMBER AND MUTUAL GENERALLY HAVE THE RIGHT TO TERMINATE OCCUPANT STATUS AT ANY TIME, WITHOUT CAUSE; PROVIDED, HOWEVER, THAT SECTION 51.3 OF THE CALIFORNIA CIVIL CODE MAY BE INTERPRETED TO INHIBIT THIS RIGHT OF TERMINATION IN CERTAIN CIRCUMSTANCES.

## Disclosure Notice: Asbestos-Containing Construction Materials



### NOTICE

TO: EMPLOYEES, CONTRACTORS EMPLOYED BY THE LAGUNA WOODS VILLAGE ASSOCIATIONS, MEMBERS AND PROSPECTIVE PURCHASERS OF DWELLING UNITS AT LAGUNA WOODS VILLAGE, LAGUNA WOODS

FROM: VILLAGE MANAGEMENT SERVICES, INC.

SUBJECT: DISCLOSURE NOTICE: LAGUNA WOODS VILLAGE BUILDINGS CONSTRUCTED WITH ASBESTOS-CONTAINING CONSTRUCTION MATERIALS

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Health & Safety Code 25915.2 and 25915.5 require the Mutual to provide annual notice about the existence of asbestos-containing materials ("ACM") in non-residential "public" buildings in the Mutual to all employees and contractors performing work within said buildings, and to all Members of the Mutual.

In addition, the Mutual is required to disclose to new owners, within 15 days of acquiring title to a Unit, the existence of asbestos-containing material in non-residential "public" buildings within the Mutual.

Village Management Services, Inc., as Employer, and as Agent, for the Associations which own or manage the buildings at Laguna Woods Village, Laguna Woods for their Members, hereby notifies all its Employees, Contractors and all Mutual Members and Transferees, that some buildings within Laguna Woods Village have been surveyed and found to contain asbestos.

The analytical method used to determine asbestos content was polarized light microscopy/dispersion staining. Since the community has an active Asbestos Operations and Maintenance program, testing is ongoing. Because of the high cost to conduct a complete asbestos survey and analysis of all buildings, surveys are conducted only upon repair, remodel, addition to or removal of a building or part of a building suspected to contain asbestos materials, as required by Labor Codes. The Certificates of Analysis for any testing received to date are available to employees, contractors, owners and tenants and transferees for review and photocopying from the Laguna Woods Village Human Resources/Safety Office, 24351 El Toro Road, Laguna Woods, CA., between 9:00a.m. and 5:00 p.m., Monday through Friday.

The following buildings in Laguna Woods Village, Laguna Woods were constructed prior to 1979 and thus may contain asbestos in one or more construction materials: All community facilities buildings (with the exception of Clubhouse Seven, the Mini-Gym at Clubhouse One, the Broadband Services Bldg., the Laguna Woods Village Community Center Bldg., the Vehicle Maintenance Bldg., and a portion of the Warehouse -- all constructed after 1979), including Clubhouses and outbuildings, Library, Maintenance Warehouse Bldg., Stables, Gatehouses, Garden Center buildings, all detached laundry buildings, and residential buildings Nos.1 through 5543 inclusive.

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At the time most of the buildings in Laguna Woods Village were constructed, asbestos-containing materials met local codes as well as state and federal regulations and were extensively used in *many* building products including but not limited to: ceiling tile, floor tile/linoleum and mastic, textured wall surfaces, sprayed acoustical ceilings, fire doors, structural fireproofing, pipe/boiler insulation, attic insulation, and heating duct material/insulation.

According to the National Cancer Institute and the Environmental Protection Agency, any asbestos in these materials does not present a threat to health so long as the asbestos is not disturbed and does not become airborne.

However, because breathing asbestos has been known in some instances to cause cancer and other forms of lung disease, sanding, scraping, drilling, sawing, crushing, tearing/breaking up, or otherwise disturbing asbestos-containing materials presents a potential health risk. Therefore, you are directed not to perform such tasks in areas with ACM present or suspected unless the area/materials have been tested and found not to contain asbestos or if specifically assigned or contracted to do such work and it is in accordance with all federal, state, and local laws as well as internal guidelines called for in the Asbestos Operations and Maintenance plan and other company safety and environmental policies and procedures.

Village Management Services, Inc. employees whose work orders require them to construct, repair, maintain or otherwise disturb construction materials that may contain asbestos are hereby directed to follow the current regulations and policies noted above and to wear the required protective equipment, prior to performing such work. Questions concerning instructions and equipment should be directed to the HR/Safety Supervisor at (949) 597-4321.

It is illegal to place asbestos materials or debris in Laguna Woods Village trash dumpsters. Such materials must be disposed of separately in accordance with State and County regulations to avoid fines. Contact the HR/Safety Supervisor at (949) 597-4321 for details.

If you become aware of any asbestos-containing material becoming damaged or otherwise disturbed, please contact Laguna Woods Village Customer Service at (949) 597-4600, or the HR/Safety Supervisor at (949) 597-4321.

January 1, 2016

Village Management Services, Inc.